



HANDBOOK



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DEPLOYED COR

CONTRACTING OFFICER'S REPRESENTATIVE

Tactics, Techniques, and Procedures

Center for Army Lessons Learned (CALL)

<http://call.army.mil>

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Foreword

This handbook addresses the problems that arise when providing contract support in an operational environment and provides a common point of departure for both first-time and experienced contracting officer's representatives (CORs).

Key lessons:

- Contracting is not the action of a single office or unit. Getting effective and cost-efficient operational contract support involves a team effort from the requiring activity, prospective contractors, supporting resource manager, supporting staff judge advocate, responsible contracting officer, others on the team because of specific circumstances, and the COR.
- Commanders often identify and train CORs after the contract award (after the beginning of contract management). However, CORs are needed very early in the operational contract support process, no later than “source selection.”
- CORs are responsible for (or have oversight of) invoicing and payment, contract changes, contract options, contractor management, property management, contract monitoring, performance reporting, performance remedies, and contract closeout (a frequently ignored requirement).
- Issues that get CORs in trouble include security, crossing lines of authority, unauthorized commitments, gifts, and accepting and not reporting gifts.

This is the first in a series of five handbooks that the Assistant Secretary of the Army (Acquisition, Logistics, and Technology Integration Office [ALT-IO]) is writing and the U.S. Army Combined Arms Center (via the Center for Army Lessons Learned [CALL]) is publishing in response to the U.S. Army Combined Arms Support Command's operational contract support gap mitigation strategy.

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Introduction

This handbook provides the basic tools and knowledge to use in conjunction with the formal contracting officer's representative (COR) training given by your local contracting officer. Contracting is a highly regulated process with many traps for the unsuspecting COR, so be careful of your actions.

This first edition of Center for Army Lessons Learned Handbook 08-47, *Deployed Contracting Officer's Representative*, contains a summary of acquisition policies and contract managerial tools designed specifically for contingency contracting officers (CCOs). The handbook is designed to address realities CORs face in operations outside the continental U.S. The information in this handbook is extracted from numerous sources within the defense acquisition community and hard lessons learned from countless CORs and CCOs in deployed environments.

This handbook is a guide only. It should not be used as a substitute for official training. Your supporting contracting officer will provide actual training.

Chapter 1

The Importance of Contracting on the Battlefield

In one form or another, contractors have been part of the battlefield since the American Revolution. General George Washington used civilian wagon drivers to haul military supplies. Over time, contracting support has evolved from an ad hoc, add-on capability to an essential part of the Army's force projection capability.

Using contractors is a force multiplier. The Army relies on contractor support for just about every mission. The key to effective contractor support is ensuring contractors follow the contract requirements. Contracting officer's representatives (CORs) play a critical role in making that happen.

CORs closely monitor contract performance and provide the contracting officer with documentation to identify the contractor's compliance or noncompliance with the terms and conditions of the contract. Although the appropriate forms may not always be available, a simple signed memorandum with supporting data will suffice for the contracting officer to take action. That memorandum will become part of the official file documentation. Remember—you must document everything.

The COR's working environment cannot encompass every aspect of the position performed during peacetime or in the continental U.S. The COR's duties are augmented and compounded by the following operational and functional demands:

- Different customs
- Language barriers
- Time-management challenges
- Unauthorized commitments
- Corruption (a COR's number one threat)
- The COR's chain of command and conflicting responsibilities
- Contingency/combat environment acknowledged threats
- Ethical and impartial treatment of contractors
- Responsibility to report any suspected violations to the contracting officer

Chapter 2

The Acquisition Team

The acquisition team consists of all participants in the acquisition process (i.e., the requiring activity; contractor; finance; contracting officer; the contracting officer's representative [COR]; and others, as applicable). This chapter identifies and defines the roles of the acquisition team members and the importance of team cohesion and cooperation to ensure delivery of required products and services. Successful acquisition teams typically assign specific duties, develop performance measures and milestones, and hold team members individually and collectively accountable. Everyone ensures the team has the target in sight—it is a team effort.

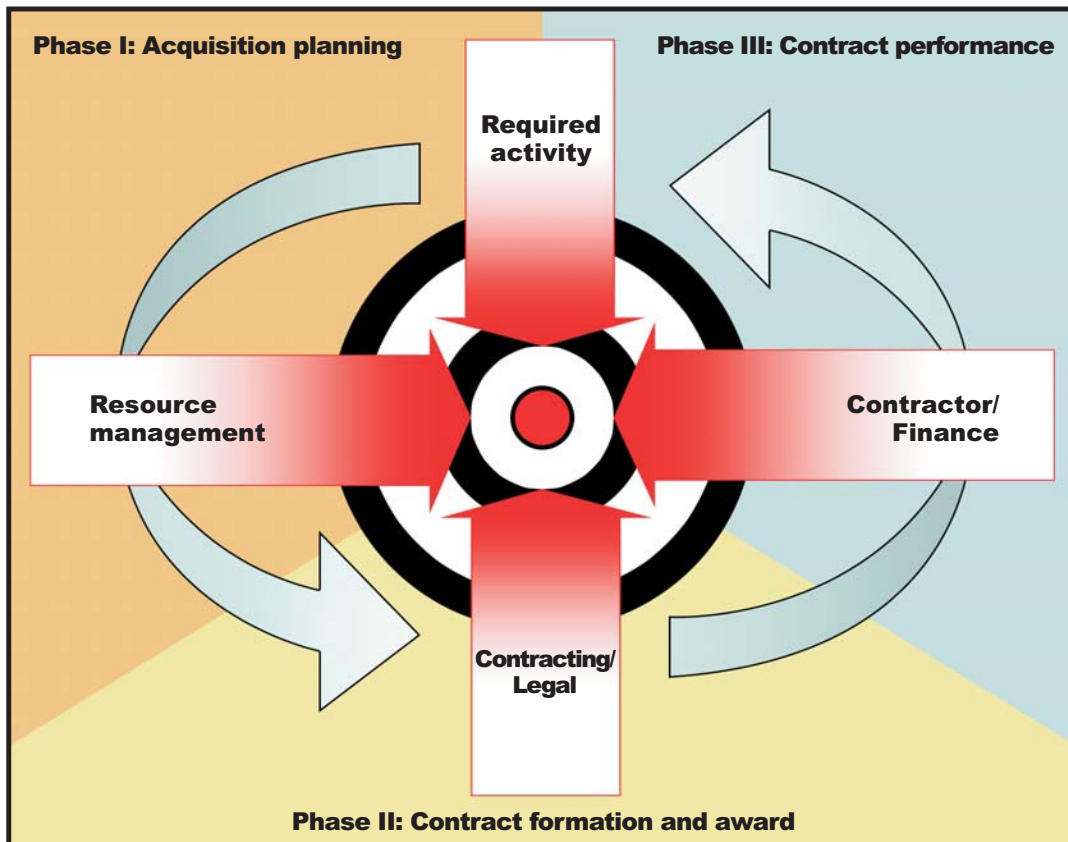


Figure 2-1. Acquisition team functions

Normally, leadership of the acquisition team comes from the contracting officer; however, the COR plays a critical role in determining the success of the contract.

The Basic Acquisition Team

Contracting officer. The contracting officer is the only individual expressly authorized to enter into, administer, and/or terminate contracts. Contracting officers are responsible for ensuring all contract actions comply with appropriate laws, executive orders, regulations and other applicable procedures, and approvals.

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Requiring activity. The requiring activity is the Army unit that has a requirement for goods or services and requests the initiation of the requirement. CORs routinely interface between the requiring activity (which is most likely the COR's own unit), the contractor, and the supported customer(s).

General counsel. The general counsel provides legal advice to the acquisition team and reviews acquisition documents for legal sufficiency.

COR. The COR is appointed, in writing, by a contracting officer to monitor the technical or performance aspects of a contract and perform other duties specified by the appointment letter. Once the contract is awarded, the individual who serves as the COR should participate in developing the requirement and other pre-award activities so he is familiar with all aspects of the contract. The COR acts as the eyes and ears of the contracting officer.

Resource manager. The resource manager provides advice and guidance to the commander and is responsible for developing command resource requirements, identifying sources of funding, determining costs, acquiring funds, distributing and controlling funds, and tracking costs and obligations.

A successful contract often depends on a successful acquisition team. The key framework for a successful acquisition team is as follows:

- Partnership
- Informed decisions
- Sound planning
- Efficient execution

Reminder: Normally more than 95 percent of contracting issues are solved by a COR.

Tip: The COR should know all of the acquisition team members' names, phone numbers, and e-mail addresses.

Chapter 3

Contracting Officer's Representative Training

If possible, individuals appointed to serve as contracting officer's representatives (CORs) should successfully complete the formal COR course sponsored by the U.S. Army Logistics Management College (ALMC) or an equivalent course prior to deployment. If these courses are not available, contracting officers will train their CORs.

Tip: The following COR training is available prior to deployment:

- ALMC; <<http://www.almc.army.mil>>; (see courses and schedules under "Academic Info"); Course name: Contracting Officers Representative Course, ALMC-CL (4-day residence course).
- Defense Acquisition University (DAU); <<https://acc.dau.mil/cor>>; Course name: CLC106 – Contracting Officers Representative with a Mission Focus (8-hour online course). Additional COR-related training modules are also offered. COR nominees without any previous COR experience should also enroll in CLC011 – Contracting for the Rest of Us (2-hour online course).

Regardless of their experience or formal training, CORs **will** receive training from their contracting officers.

COR Qualifications

CORs should be identified by the requiring activity (COR's unit) at the time the procurement package is received by the contracting office. The nomination must include the nominee's name and qualifications. The COR should actually be involved in the acquisition process (i.e., assisting in the development of the technical requirements, quality assurance plan, and any other pre-award activities).

To be nominated as a COR, the nominee must be a U.S. government employee and have training and experience commensurate with the responsibilities the contracting officer will delegate.

Chapter 4

Contracting 101: The Basics

The requiring activity often identifies the contracting officer’s representative (COR) after the contract award. However, the COR’s functional and technical expertise may be needed during the planning or source selection phase of the acquisition process. Because the COR is a member of the acquisition team, it is important that he has a basic understanding of the fundamental concepts of contracting—a sequential, progressive cycle that begins with administration planning and ends with contract administration and closeout after the delivery of a product or service.

The contracting process has three phases, as illustrated in Figure 4-1.

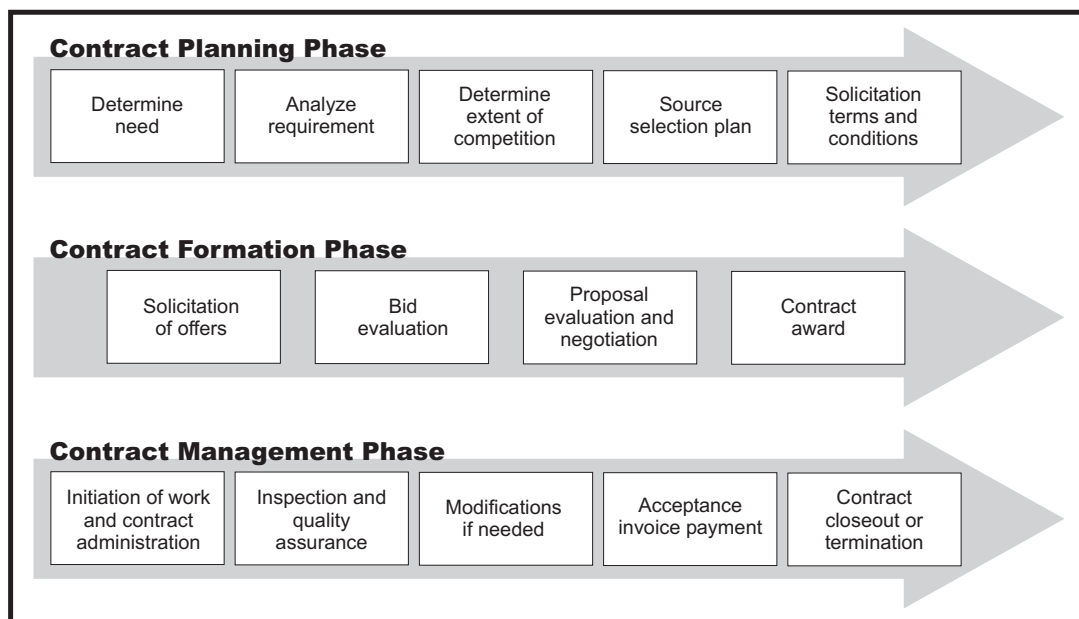


Figure 4-1. Contracting process

Contract Planning Phase

The requiring activity has the responsibility to determine the need of contracted products and services in terms of specific requirements and specifications. This is the first and most critical step in the acquisition planning process. The follow-on steps focus on forecasting and planning the acquisition requirements; developing and updating acquisition plans, justifications, and authorizations; preparing program plans, cost estimates, and schedules; and determining priorities.

Planning for the evaluation of proposals

The performance work statement (PWS) or statement of work (SOW), along with Sections L and M of the solicitation, establish the principal ground rules for acquisitions. The SOW states precisely the products or services the U.S. government is requesting. Section L tells the contractor how to develop its proposal

in response to the solicitation. Section M clearly states how the U.S. government will evaluate the proposal and the relative importance of each evaluation factor.

Evaluation factors are generally developed in the following four groups:

- Technical
- Cost or price
- Past performance
- Other

Types of source selections

The contingency contracting officer (CCO) may request the assistance of the COR in evaluating contractor proposals within the source selection process. In different types of acquisitions, the relative importance of cost or price may vary. For example, in acquisitions where the requirement is clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. However, if the requirement is less definitive, requires more development work, or entails greater performance risk, technical or past performance considerations may play a more dominant role in source selection than cost or price.

Under either approach, because of a COR's technical knowledge and background, the COR may become part of the team of technical personnel assembled to evaluate contractor proposals. During this process, the CCO and the technical evaluation team chief will provide the COR with detailed instructions concerning his role and responsibilities.

The CCO is responsible for preparing the solicitation with assistance from the COR and other experts. However, the CCO gets much of the information directly from supporting documentation or the COR.

The government uses requests for proposals (RFPs) in negotiated acquisitions to communicate government requirements to prospective contractors and to solicit proposals. The RFP must describe the government's requirement, the anticipated terms and conditions of the contract, and the proposal's evaluation factors.

Amending the solicitation

It may be necessary to amend the solicitation after release and prior to contract award. This circumstance could occur for a variety of reasons (e.g., changes to the specifications, terms or conditions, or quantities may cause amendments in the solicitation). Amendments to solicitations increase administrative effort and cost and may delay contract award and performance.

Contract Formation Phase

Receipt and management of proposals

Proposed contractors are responsible for submitting proposals, any proposal revisions, and modifications to the government office designated in the solicitation by the time specified in the solicitation. Proposed contractors may use any transmission method authorized by the solicitation (i.e., regular mail, electronic commerce, or facsimile). Upon receipt, proposals must be safeguarded from unauthorized disclosure throughout the source selection process.

Safeguarding source selection information

After the closing date, the contracting officer will forward the technical proposals to the technical evaluation team chairperson for analysis. The contracting officer will normally retain the business proposals until the technical evaluation is completed.

One of the most important administrative responsibilities of the source selection team during the pre-award period is to maintain the confidentiality of the proposals received.

Watch out: The source selection team must not reveal any information related to the identity or number of proposed contractors, information concerning any proposal, or the status of any proposal in relation to others. Release of such information could jeopardize any resultant award and subject the persons involved to disciplinary action.

Evaluating proposals

The acquisition team will review and evaluate all proposals submitted in response to an applicable solicitation based on the evaluation factors provided in Section M of the solicitation. The technical evaluation team is responsible for evaluating the technical proposals; rating them in order of merit; making recommendations to the contracting officer regarding clarifications needed and deficiencies identified; reviewing supplemental and/or revised offers; and, if required, assisting the contracting officer during negotiations. To the extent possible, the same evaluators should be available throughout the entire evaluation and selection process to ensure continuity and consistency in the treatment of proposals.

Technical evaluation reports

When the contracting officer forwards the technical proposals to the technical evaluation team for analysis, the technical proposals are accompanied by specific guidance for conducting the evaluation and preparing the technical evaluation report. The report is then prepared and signed by the team chairperson, submitted to the contracting officer, and maintained as a permanent record in the contract file. The report should reflect the ratings of proposals and identify each proposal as acceptable or unacceptable.

The technical evaluation report must include a narrative evaluation specifying the strengths and weaknesses of each proposal and any uncertainties, reservations,

qualifications, or areas to be addressed that might affect the selection of the source for award. The report should include specific points and questions for subsequent discussions with the proposed contractors. If the technical evaluation team determines a proposal is technically unacceptable, the report is passed to the contracting officer for his final determination.

Assisting in the review of business/cost proposals

The contracting officer is responsible for evaluating the factors related to cost/price analysis and determining the contractor's responsibility (e.g., adequate resources, ability to comply with delivery or performance schedule, and satisfactory record of performance). The contracting officer will need the COR's assistance to effectively accomplish this evaluation.

Communicating with proposed contractors

In the interval between the release of the solicitation and contract award, all contact with potential or actual proposed contractors relating to the particular acquisition must be coordinated through the contracting officer.

The COR may be asked to assist the contracting officer when clarifications (limited exchanges) between the government and the proposed contractors are needed, when awarding contracts without discussions, or when communications are needed for establishing the competitive range.

Determining the competitive range

Based on the ratings of each proposal against all evaluation criteria, the contracting officer establishes a competitive range comprised of the most highly rated proposals. Provided the solicitation notifies proposed contractors that the competitive range can be limited for purposes of efficiency, the contracting officer may limit the number of proposals in the competitive range to permit an efficient competition among the most highly rated proposals. The COR may be asked to debrief proposed contractors that are excluded or otherwise eliminated from the competitive range.

Communications after establishing competitive range

In either a competitive or sole-source environment, negotiations are exchanges between the government and proposed contractor undertaken with the intent of allowing the proposed contractor to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, and give-and-take. Bargaining may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Negotiations conducted in a competitive acquisition take place after establishing the competitive range; these negotiations are known as "meaningful discussions."

The contracting officer tailors meaningful discussions to each proposed contractor's proposal. The contracting officer must conduct meaningful discussions with each proposed contractor within the competitive range. The primary objective of meaningful discussions is to maximize the government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

During meaningful discussions, the contracting officer should discuss with each proposed contractor any deficiencies, significant weaknesses, and adverse past performance information to which the proposed contractor has not yet had an opportunity to respond. This may include other aspects of the proposed contractor's proposal that could be altered or explained to materially enhance the proposal's potential for award. However, this does not mean that the contracting officer is required to discuss every area where the proposal could improve.

Note: CORs cannot discuss the other proposed contractors' proposals under any circumstances.

The scope and extent of discussions are at the discretion of the contracting officer's judgment. A COR may be asked to participate in discussions with proposed contractors in the competitive range.

Selecting the right contractor

Upon receipt of revised proposals or other responses to questions raised during meaningful discussions, the technical evaluation team will re-evaluate the proposals in the competitive range. These evaluations will be prepared and submitted in writing to the contracting officer in the same manner as the initial evaluations.

The contracting officer will review the latest set of evaluations. Based on a comparative assessment of proposals against all source selection criteria in the solicitation, the contracting officer will then rate the proposals. Although the contracting officer may use reports and analyses prepared by others, the source selection decision shall represent the contracting officer's independent judgment. Documentation for the source selection decision shall include the rationale for any business judgments and tradeoffs made or relied on by the contracting officer, including benefits associated with additional costs.

The debriefing

Contracting officers may debrief successful and unsuccessful proposed contractors orally, in writing, or by any other method. The contracting officer normally chairs the debriefing session. Individuals who conducted the evaluations shall provide support at the debriefing.

At a minimum, the following information must be included in the debriefing:

- The significant weaknesses or deficiencies in the proposed contractor's proposal, if applicable
- The overall evaluated cost or price (including unit prices) and technical rating (if applicable) of the successful proposed contractor and the debriefed proposed contractor, and past performance information on the debriefed proposed contractor
- The overall ranking of all proposed contractors
- A summary of the rationale for the contract award

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- For acquisitions of commercial items, the make and model of the item to be delivered by the successful proposed contractor
- Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed

Technical stuff: Debriefings must **not** include point-by-point comparisons of the debriefed proposed contractor's proposal with those of other proposed contractors or divulge any other prohibited information regarding other proposed contractors.

Protests

Any interested party may file a protest against the government concerning a contracting action. Interested parties can file such protests directly with the contracting agency or with the Government Accountability Office (GAO).

Interested parties must file protests by the later of the following:

- 10 days after contract award
- 5 days after a debriefing
- 10 calendar days after the basis of the protest is known (or should have been known)

An agency is required to make its best efforts to resolve agency protests within 35 days after the protest filing date, while the GAO has 100 days to resolve the protest. In the case of a protest filed with the GAO, either party can request a 65-day "express option."

After an interested party files a protest, the government contracting officer must suspend work on the contract unless the agency head determines doing so would not be in the best interest of the government.

Reminder: The government does not accept late protest submissions. "Late is late."

Contract Management Phase

Contract administration overview

Contract administration involves activities performed by government officials after award of a contract. It encompasses all dealings between the government and contractor from the award of the contract until the work is completed and accepted by the government, payment is made, and any disputes are resolved.

The focus of contract administration is on obtaining supplies and services of the required quality and within the expected cost. Although the contract's legal requirements take precedence, the skill and judgment of the contracting officer and

COR are often required to protect the government's interests during the contract administration process.

Contractor accountability

All contractors authorized to accompany the force (CAAF) must be entered into the Synchronized Predeployment Operational Tracker (SPOT) database, a Web-accessible program that maintains contract and contractor information for accountability purposes. Contractors not authorized to accompany the force (non-CAAF) may also be directed to be entered into the SPOT. Contract companies are responsible for entering employee data. CORs should request SPOT access via the SPOT Web site, <<https://spot.altess.army.mil/privacy.aspx>>.

Letters of authorization (LOAs)

All CAAF and selected non-CAAF must have an approved LOA in their possession at all times while deployed or operating in the area of operations. The LOA spells out the authorizations afforded to the contractor by the Department of Defense. The LOA also describes the deployment timeline. The SPOT produces standardized LOAs.

Invoice and payment procedures

Cash flow is the lifeblood of any company. Companies have bills and employees to pay and need to be paid for goods or services they have provided. Congress recognized this need and passed the Prompt Payment Act, which specifies that if the government does not make payment on a valid contractor invoice within a specified period of time, the government is liable to pay interest on the amount of the payment computed at the federal funds rate.

Reminder: The role of the COR in this process is to ensure invoices receive prompt attention and are reviewed for accuracy.

The following are important terms and definitions regarding invoice and payment procedures:

- **Invoice.** The invoice is the billing statement for supplies or services accepted by the government.
- **Invoice payment.** The invoice payment is the government disbursement of monies for supplies or services accepted by the government.
- **Prompt payment.** All solicitations and contracts must specify payment procedures, payment due dates, and interest penalties for late invoice payment. Unless specifically prohibited by the contract, the contractor is entitled to payment for accepted partial deliveries of supplies or partial performance of services that comply with all applicable contract requirements and for which prices can be calculated from the contract terms.

Interest penalties

If the government fails to make payment by the due date, the designated payment office must automatically pay an interest penalty, without request from the contractor. For computing an interest penalty that might be due to the contractor, government acceptance occurs constructively on the seventh day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract.

Voucher and invoice review

The contracting officer is responsible for monitoring invoice payments in accordance with the terms and conditions of the contract and local policy/guidance.

Tip: CORs must understand local finance office procedures and requirements on proper invoicing. CORs should ask their contracting officers for additional details.

Reminder: Payment to a contractor implies work is progressing according to the contract; therefore, CORs must ensure the government is getting what it is paying for. CORs must monitor contractor performance through review of monthly reports, onsite visits, and surveillance reviews. It is vital that CORs review billing statements thoroughly and in a timely manner.

COR approval of a voucher or invoice implies, to the best of the COR's knowledge, that the nature, type, and quality of effort or materials being expended are in general accord with the progress of work under the contract. The COR provides support to the contracting officer to ensure payments are made for performance in accordance with the contract terms and conditions.

Change management

Many things can affect a contract once it has been awarded (this is common in a deployed environment). The requiring activity might need to reduce or increase the quantities of supplies or services, the requirement could disappear, performance levels could change, or any number of unanticipated events may occur. A contract modification is any written change in the terms of the contract. Only contracting officers acting within the scope of their authority can execute contract modifications on behalf of the government. The contracting officer cannot execute a contract modification that causes an increase in funds required for performance without having first obtained a certification of funds availability.

Contract modifications

A contract modification is a written alteration of the contract's terms and conditions, (e.g., work statement, period of performance, quantity, price, or other conditions with the contract). During the contract's life, different types of modifications may be necessary to incorporate new requirements or to handle problems that develop after contract award. The contracting officer must make contract modifications in writing to preclude any misunderstanding between the parties concerning work to be performed.

Generally, there must be “consideration” whenever a contracting officer modifies a contract. “Consideration” is the benefit each party confers upon the other for the modification. The requirement for consideration is that no officer or employee of the government may alter a contract to the prejudice of the government unless the government receives corresponding tangible contractual benefits. The following are two types of contract modifications (unilateral and bilateral):

- **Unilateral.** A unilateral contract modification is not official until it is signed by the contracting officer. It is used to:
 - Make administrative changes.
 - Issue change orders.
 - Make changes authorized by clauses other than the “changes” clause.
 - Issue termination notices.
- **Bilateral.** A bilateral contract modification is signed first by the contractor and then by the contracting officer. It is used to make negotiated equitable adjustments resulting from the issuance of a change order and reflect other agreements of the parties modifying the terms and conditions of contracts.

The “changes” clause

The contract clause entitled “changes” distinguishes government contracts from other contracts. Unlike contracts in the private sector where a company may be bound by the acts of agents with apparent authority, in federal procurement, the government may only be bound by the actions of employees with actual authority. Often disputes between the government and the contractor occur when the government representative who ordered the change did not have the actual authority to do so. This places the burden on the contractor to ensure the person ordering the change has actual authority.

The changes clause provides, in essence, that the contracting officer may by written order make any change in the work within the general scope of the contract. Such changes may also result in an appropriate upward or downward equitable adjustment in the contract price, delivery schedule, or time for performance. Legally, a change outside the scope of the contract is a new procurement that the contracting officer is not authorized to execute under the changes clause, and the contractor is not obligated to perform. Contracting officers issue written change orders on Standard Form 30, *Amendment of Solicitation/Modification of Contract*.

Watch out: CORs are **not** authorized to amend, solicit, or modify a contract.

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Contractual changes permitted under the changes clause vary by contract type and category. Under a fixed-price contract for supplies, changes are allowable in the following:

- Drawings, designs, or specifications when the supplies are specially manufactured for the government
- Method of shipment or packing
- Place of delivery

If the contract is a fixed-price contract for services, changes are allowable in the following:

- The description of the services to be performed
- Time of performance (hours of the day, days of the week)
- Place of performance

Constructive changes

Much litigation involving changes concerns the authority of government employees who are not contracting officers to commit the government legally to contract changes. Generally, persons who are not contracting officers have only limited authority to represent the contracting officer (e.g., to inspect the services being provided for the government). Government employees who are not contracting officers do not have the authority to order or authorize changes. However, statements, acts, or inaction by these employees may be deemed “constructive changes” that can nevertheless contractually bind the government.

The first step in avoiding constructive changes is careful preparation of initial contracts (removing ambiguities or inconsistencies from the specifications). This includes careful drafting of any modifications. The government must consider the magnitude of the effect a modification will have on the contractor. For example, after negotiating an equitable adjustment, the government must allow the contractor enough additional time to perform.

The second step for avoiding constructive changes is to know what the contract requires. Both erroneous interpretation of specifications and overly strict inspection tend to result from a failure of the parties to read the contract carefully. When decisions are based on what “everybody” knows the specifications ought to say, rather than on what the specifications really do say, claims frequently result.

Reminder: Always eliminate ambiguities prior to award of the contract.

Contract options

Options provide the government with the ability to order additional quantities of supplies or additional periods of service beyond those established in the initial contract. Normally, options pre-establish the quantity, price, and delivery schedule for these additional products or services. The government uses options when there is a clearly defined quantity or requirement for the product or service.

Managing government property

Normally, contractors furnish all equipment and material necessary to perform government contracts. However, there are times when it is in the best interest of the government to provide government-furnished property to the contractor. When government property is provided, the COR frequently will be asked to advise or assist the contracting officer in administering the use of that equipment.

Reminder: CORs should conduct an inventory prior to signing government equipment over to the contractor, deliver government property to the contractor on time so as not to delay contractor performance, and ensure adequate property-control procedures are in effect. During contract performance, CORs should report loss, damage, or destruction of government property to the contracting officer. CORs should supervise the return of government property upon contract completion or when the contractor no longer requires the property.

Documenting performance

Capturing how well a contractor performs on each contract is an important part of the performance assessment process. The COR normally documents a contractor's performance and supplies that information to the contracting officer; the COR's input is very important in documenting a contractor's performance.

Tip: CORs are strongly encouraged to use a digital camera to document deliveries and/or services.

Contract closeout

Contract closeout actions are primarily the contracting officer's responsibility, but COR assistance may be required to certify all services have been rendered in a satisfactory manner and all deliverables are complete and acceptable. COR assistance is indispensable when disputes or litigation are involved.

Chapter 5

Kinds and Types of Contracts

Kinds of Contracts

Contracting officer's representatives (CORs) deal with three kinds of contracts: supply, service, and construction. The complexity of the COR's duties varies depending on the kind of contract, as explained below:

- Supply contracts (COR's duties are the simplest) acquire an identifiable end item. This acquisition may be an individual component or an entire system (e.g., computers, lumber, and paint).
- Service contracts directly engage time and effort with the primary purpose to perform an identifiable task (e.g., transportation, latrine cleaning, and labor).
- Construction contracts (COR's duties are the most complex) address construction, alteration or repair of real property, and associated improvements (e.g., buildings, airfields, and roads).

Types of Contracts

Each contract type has its own requirement for use. The three types of contracts are firm-fixed-price (FFP), indefinite-delivery indefinite-quantity (IDIQ), and cost-reimbursement.

Firm-fixed-price contracts

FFP contracts best utilize the basic profit motive of business enterprise. The government uses FFP contracts when the risk involved is minimal or can be predicted with an acceptable degree of certainty. FFP contracts are the most common type of contract CORs will see in a deployed environment.

A FFP contract provides for a price that is not subject to any adjustment based on the contractor's cost experience or real costs in performing the contract. The contractor assumes the maximum risk and full responsibility for all costs and resulting profit or loss under this type of contract. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the parties. Most government contracts are FFP contracts.

Indefinite-delivery indefinite-quantity contracts

The government uses IDIQ contracts when exact times and/or exact quantities are unknown at the time of award. The three types of IDIQ contracts are definite-quantity, requirements, and indefinite-quantity. All three types of IDIQ contracts permit maintaining stocks at minimum levels and direct shipments to users. IDIQ contracts permit flexibility in quantity and delivery schedule and allow ordering of supplies/services after requirements materialize. The government issues task orders for services and delivery orders for supplies.

Cost-reimbursement contracts

Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract.

The contracting officer determines the type of contract the government uses based on an analysis of the work statement. The contracting officer decides which contract type to use based on how specifically the work statement defines the government's needs. The contracting officer's decision also depends on the amount of risk involved to predict what will happen during performance; how much risk the contractors will assume; the impact of risk on price; and if it is in the government's best interest to assume part of the risk.

Cost-reimbursement contracts provide that the government must pay the contractor all allowable, allocable, and reasonably incurred costs to the extent prescribed in the contract. Unlike FFP contracts, which place the risk for cost and performance on the contractor, cost-reimbursement contracts shift the risk to the government. Because of that risk, the government prefers FFP contracts whenever possible. Although cost-reimbursement contracts are not preferred due to the risk sharing, there are contractual situations that do not lend themselves to a FFP contract.

Chapter 6

Managing the Contractor

Understanding the contract is the first step in managing the contractor.

Prior to being appointed in writing as a contracting officer's representative (COR) by the contracting officer, a COR should receive an in-depth review of the statement of work (SOW)/performance work statement (PWS). The first step in managing (not to be confused with commanding) the contractor is to understand the SOW or PWS. CORs should have their own hard copies of the SOW or PWS. One of the COR's primary responsibilities is to interpret the SOW or PWS to the contractor from the government's point of view. Traditionally, this has been a problem due to poor writing, lack of technical knowledge of any party, inadequate planning or research, lack of communications, differing interpretations, and carelessness.

Remember—the COR manages the contractor according to the COR duties outlined in the COR appointment letter from the contracting officer and by the SOW or PWS in the contract.

Contract Format

Government contracts are usually organized in accordance with the Uniform Contract Format. The contract is formatted into Parts I, II, and III.

Tip: Look at the key highlights noted below for each section of the contract managed by the COR.

Part I — The schedule

Section A (contract form) contains basic information such as the issuing office, address, and contract number.

Section B (supplies or services and prices/costs) contains a brief description of the supplies or services and quantity required.

Section C (description/specifications/SOW) contains a detailed description of the requirement. Section C may contain references to the SOW and other sections of the contract.

Tip: Section C (SOW) provides the meat and potatoes for understanding the contract. Section C is the COR's primary resource for managing the contractor. CORs should read this section very carefully.

Section D (packaging and marking) provides packaging, packing, preservation, and marking requirements.

Section E (inspection and acceptance) contains inspection, acceptance, quality assurance, and reliability requirements. Inspect all deliverable items, services, or

materials to determine satisfactory compliance with the contract. Remember—it is too late to reject the service or deliverables after signing the receiving report.

Section F (deliveries or performance) specifies the time, place, and method of delivery or performance.

Section G (contract administration data) contains any required accounting, appropriation data, required contract administration information, or instructions other than those on the solicitation form.

Section H (special contract requirements) contains a clear statement of any special contract requirements that are not included in Part I, Part II (contract clauses), or any other part of the contract.

Part II — Contract clauses

Commonly referred to as “boilerplate,” this part of the contract cannot be overlooked. Part II includes standard clauses of considerable power—defining rights and responsibilities of the contracting parties. Part II also contains clauses required by procurement regulations or law that pertains to the procurement.

Three of the more prominent clauses in Part II are the following:

- “Termination for convenience” clause permits the government to terminate the contract without cause at any time when doing so is in “the government’s best interest.” When this clause is exercised, the contractor is entitled to recover certain costs.
- “Changes” clause is probably the most powerful clause in the government’s arsenal of standard terms and conditions. The changes clause enables the government to make unilateral changes to the contract during performance, so long as those changes fall within the contract’s scope. Again, the contractor is entitled to an “equitable adjustment” to the contract if the change results in increased contract costs or time of performance.
- “Default” clause permits the government to terminate a contract for default where the contractor breaches the contract (i.e., if the contractor fails to [1] deliver the supplies or perform the services within the time specified in the contract; [2] make progress, thereby endangering performance of the contract; or [3] perform any other material provision in the contract). If the government intends to exercise its right to terminate the contract under the second- or third-referenced circumstances above (not to be confused with acts of God), the government must first notify the contractor in writing and allow the contractor to “cure” its deficient performance within ten days. Otherwise, the contractor entitles the government to reprocur the supplies or services required under the terminated contract and charge the excess costs to the terminated contractor.

Part III — List of documents, exhibits, and other attachments

The contracting officer will list the title of each exhibit or attachment in Part III.

Use of Contract Surveillance Plans

The objective of surveillance is to determine if and when the government needs to intercede and perhaps terminate a contract, and if and when the government needs to exercise contractual options. Options should be exercised after assessing the incumbent's performance under the current contract and testing the market to ensure a fair and reasonable price for conduct of services. In firm-fixed-price (FFP) contracts, the purpose of surveillance is to identify any factors that may delay performance, particularly when it becomes necessary for the government to accept performance shortfalls from contractually established standards.

Surveillance plans will be developed to accomplish each of the following:

- Provide government inspectors with a guide to systematically and effectively monitor a contractor's work performance.
- Outline the corrective procedures to be taken against the contractor for deficient performance (to include issuance of discrepancy reports requiring corrective action responses, the taking of deductions from payments in FFP contracts [if there is a provision for deductions in the contract], and the submission of recommendations to the contracting officer about the nature and significance of any performance shortfalls).
- Provide a means whereby the contracting officer or contract administrator can evaluate the performance of the government's quality-assurance inspectors in monitoring contract performance.

Because the contract surveillance plan is a tool to be used by the government, it can be modified at any time as necessary. The decision to change the plan would depend largely on the contractor's demonstrated capability to carry out its quality-control plan effectively. The individual who drafts the initial SOW normally will remain responsible for the development of the surveillance plan and surveillance methods.

Ensuring quality performance

The contractor has primary responsibility for ensuring the quality and timeliness of its goods or services meet contract performance standards. The COR will assess the contractor's performance to ensure the contractor conforms to contract performance requirements. Unsatisfactory performance under a contract may jeopardize a project or may directly affect an organization's ability to perform its mission.

Tip: CORs must remember to practice insight—not oversight. The role of the COR is to validate the contractor's quality system, not duplicate it.

Deliverables

As previously stated, CORs are responsible for determining whether products delivered or services rendered by the contractor conform to the technical requirements of the contract. The COR should keep in mind that once a contractor's work has been formally accepted, the contractor is excused from further performance or correction of work.

Tip: The above is true, unless the defect is a “latent defect.” Latent defects are not obvious and cannot be found through a reasonable inspection. The COR is responsible for the “patent defects,” those that are obvious or known.

In the event the contractor’s work is deemed unsatisfactory, the COR and the contracting officer must determine what further actions are required. The COR should provide written notification to the contracting officer when the contractor’s work has been judged complete and technically acceptable so the contracting officer can communicate acceptance to the contractor.

Tip: The COR should provide all his findings in writing to the contracting officer along with any photographed evidence.

Quality-assurance surveillance plan

The quality-assurance surveillance plan (QASP) is a government-developed and government-applied document used to ensure systematic quality-assurance methods are used in contract administration.

The QASP details how and when the government will survey, observe, test, sample, evaluate, and document contractor performance according to the PWS. The QASP and the contractor’s quality-control plan work together to ensure project performance standards are met. It is imperative that the contracting officer and COR conduct a composite risk assessment to optimize resources and minimize personnel exposure to environmental and enemy hazards.

Acceptable surveillance methods

Random or stratified sampling. With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances in which the services are being performed is very large, allowing a statistically valid sample to be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

One-hundred-percent inspection. This inspection method is too expensive for most cases. The government uses 100-percent inspection for stringent performance requirements concerning health and safety.

Periodic inspection, judgmental inspection, or “planned sampling.” This method consists of the evaluation of tasks selected on other than a 100-percent inspection or random basis.

Customer feedback. This method requires documentation and is not usually a primary surveillance method. However, customer feedback is a valuable supplement to more systematic surveillance methods.

A COR should notify the contracting officer whenever services are rejected and provide the contracting officer with documentation on the number of observations made, the number and type of defects, actions taken to notify the contractor, and any corrective actions already taken by the contractor. A COR can use the receiving

report or other method provided by the contracting officer to document the rejection.

Contractors will reply to a notice of rejection by one of the following methods:

- Submit a proposal to repair or correct the deficiencies.
- Offer to provide an adjustment to cost or price as a basis for accepting non-conforming services.
- Challenge the deficiency assessment.

If the COR is authorized to reject services, the COR may only approve a contractor's proposed course of action to repair or correct the deficiencies. Other courses of action that require a change in the contract (e.g., a price reduction) or result in a dispute (e.g., contractor challenges the assessment) must be forwarded to the contracting officer for resolution.

The contracting officer normally consults with the COR when considering the contractor's reply. The COR can provide advice on the appropriateness of the contractor's corrective action plan, the impact of accepting non-conforming services, or whether or not the contractor's rebuttal is valid.

Contract Monitoring

The COR is responsible for ensuring the contractor meets at least the minimum contract requirements. Any perceived deviations from the SOW, statement of objectives, or PWS should be brought to the attention of the contracting officer by telephone and in writing. The customer should not attempt to interpret these documents for the contractor and cannot direct changes or accept substitute performance. Many people have improperly cost the government (or themselves) money by making seemingly nonchalant remarks asking the contractor to act outside the scope of the contract. CORs must ensure their units' leaders do not cross this line.

The formal contract monitoring system used during peacetime is much too complex and time-consuming for the contingency environment. The peacetime system should be replaced with a more streamlined approach. Paperwork could be simplified to a handwritten statement from the COR for the contracting officer to support a progress payment or final payment. If the contractor is not performing well, the COR will be the first to notify the contracting officer. Only the contracting officer will give verbal or written directions to contractors. These directions should be made a part of the record in the contract file.

Remedies for poor performance

The contracting officer has several remedies available to address items or services that do not conform to contract requirements. The contracting officer will rely heavily on the COR's observation and documentation to take the necessary actions. When unsatisfactory contract performance is identified, the COR should notify the contracting officer promptly so remedial steps can be taken. Silence on the part of the government could be interpreted by the contractor as acceptance by the government of substandard products or services. Such situations could adversely

affect the government's right to withhold payments, terminate for cause or default, or otherwise exercise certain rights under the contract.

Depending upon the contracting officer's evaluation of the seriousness of the unsatisfactory performance, he may do the following:

- Bring the particular deficiency to the attention of the contractor by letter or through a meeting and obtain a commitment for appropriate corrective action.
- Extend the contract schedule if excusable delays in performance are involved (such as acts of God [i.e., weather or combat situations]).
- Withhold contract payments in cases where the contractor fails to comply with delivery or reporting provisions of the contract.
- Terminate the contract for cause or default.

After a complete review of the situation, the contracting officer may send a notice of failure of performance to the contractor. This notice, which officially notifies the contractor of the delinquency, requires the contractor to inform the contracting officer of the cause(s) of the delinquency so a proper determination can be made concerning continuation or termination of the contract. In some cases, liquidated damages can be assessed against the contractor performing the service. Liquidated damages are amounts agreed to in advance that reflect the financial damage the government may incur if the contract is not completed on time.

Stop-work orders are used for negotiated contracts for supplies, services, and research and development. It is imperative that the COR maintains adequate records for any actions taken under the suspension of work clause. Adequate records may reveal the contractor contributed to the suspension or that the government's suspension was reasonable.

Reminder: COR records are vital for determining the amount of costs the contractor may be entitled to if a suspension is determined to be unreasonable.

Serious performance issues leading to contract termination

A contractor's failure to perform an action as required by the contract can be considered a default in performance. The contracting officer must issue a formal "cure notice" immediately that includes a statement that contract payments will be withheld if the default is not "cured" or is not determined to be excusable. A cure notice from the contracting officer points out a deficiency in contractor performance and directs that it be cured within a specified time, usually ten days.

If the default or failure is not determined to be excusable or a response is not received within the allotted time, the contracting officer initiates withholding action on all contract payments and determines whether a termination for cause (for commercial items), termination for default (for government-unique items), or other action would be in the best interest of the government.

Termination for convenience of the government

The government has a unique right to terminate a contract for convenience. Under the termination for convenience clause, the government has the right to cancel a contract when doing so is in the best interest of the government, notwithstanding the contractor's ability and readiness to perform. A termination for convenience may occur when the item or service is no longer needed, the contract is no longer affordable, it is impossible for the contractor to perform as specified in the contract (through no fault of the contractor), or there has been a radical change in the requirement.

A termination for convenience allows the contractor to submit a settlement proposal for the work that has been accomplished under the contract up to the effective date of the termination to include the cost associated with any work in progress. A settlement agreement is then negotiated between the contracting officer and the contractor. The contractor is entitled to be reimbursed for costs for work completed.

Technical stuff: The COR's responsibilities are essentially the same in terminations for convenience, default, or cause.

Chapter 7

Managing Your Contracting Officer's Representative Files

The contracting officer's representative (COR) is required to maintain adequate records to sufficiently describe the performance of his COR duties during the life of the contract and to dispose of such records as directed by the contracting officer.

At a minimum, the COR working file must contain the following:

- A copy of the COR's letter of appointment from the contracting officer, a copy of any changes to that letter, and a copy of any termination letter
- A copy of the contract or the appropriate part of the contract and all contract modifications
- A copy of the applicable quality-assurance surveillance plan
- All correspondence initiated concerning performance of the contract
- The names and position titles of individuals who serve on the contract
- A record of inspections performed and the corresponding results
- Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance
- Records relating to the contractor's quality-control system and plan and the results of the quality-control effort
- A copy of the surveillance schedule
- Documentation pertaining to the COR's acceptance of performance of services, including reports and other data

COR Working File

The COR working file is a part of the official contract file and must be maintained in accordance with the contracting officer's instructions. The COR should maintain the file as follows, and it must be available for review by the contracting officer or other authorized officials:

- Maintain a separate, current COR working file for each contract.
- As a matter of practice, prepare a memorandum for record no later than one business day after significant meetings or discussions with the contractor or the contracting officer, including telephone conversations and trip reports.
- Clearly index all documents and file them by group, in chronological order, in a suitable folder.
- Forward any correspondence received from the contractor to the contracting officer.

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- Send copies of all correspondence the COR prepares to the contracting officer.
- Mark the contract number clearly on all documents sent to the contracting officer.
- Upon completion of the contract, forward the COR working file to the contracting officer for retention in the official contract file.
- Retain records that pertain to unsettled claims, open investigations, cases under litigation, or similar matters until final clearance or settlement.
- Destroy duplicate copies of file documents after they have served their purpose. In no event should file documents be retained more than one year after closeout of the contract. Remember that e-mails are legal documents.

Tip: If the COR discovers that he is missing some of his files, he should contact his contracting officer to obtain the COR's copy. The COR should receive these files from his contracting officer during COR training. The COR working file should be considered confidential and be safeguarded appropriately.

Chapter 8

Forms Used by Contracting Officer's Representatives

Upon award of the contract, the contract document is distributed to all appropriate parties. The contracting officer's representative (COR) may have responsibility in preparing receiving reports (documents that say the government accepts the supplies or services). It is important that the COR completes receiving reports in a timely and accurate manner.

There are five different receiving reports. Depending on the kind of contract, the COR uses one of the following reports (CORs most likely will use Standard Form [SF] 1449 or Department of Defense [DD] Form 250):

- SF 1449, *Solicitation/Contract/Order for Commercial Items*
- DD Form 1155, *Order for Supplies or Services*
- DD Form 250, *Material Inspection and Receiving Report*
- Invoices used as receiving reports
- SF 1034, *Public Voucher for Purchases and Services Other than Personnel*

Standard Form 1449

The COR should use a copy of the actual commercial order (SF 1449) to complete the receiving report. The SF 1449 is the most common receiving report and is usually the first page of the contract.

Ensure completion of blocks 32a (check received and accepted blocks); 32b (signature of official authorized to accept supplies/services); 32c (date supplies/services accepted); 32d (printed name and title of authorized representative); 32e (mailing address of authorized representative); 32f (telephone number); 32g (e-mail address); 33 (shipment number); 35 (amount verified correct); 36 (payment: complete, partial, or final); 42a (printed name of receiver); and 42c (date received). The same name may appear in blocks 32d and 42a if the same individual both receives and accepts the supplies or services. If there is a separate "receiver," his name must appear.

If partial payment is authorized, annotate the number of items or amount of services that have been received and accepted and the total dollars per line item to be paid.

Watch out: CORs must be careful of partial payments and document their files carefully. Some contractors will understand the system better than the COR and may try to obtain double payments on the same work completed.

CORs may see versions of SF 1449s that do not have the receiving information blocks at the bottom of the form. If that is the case, CORs should use DD Form 250 as their receiving report.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER	PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL: 			a. NAME			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY			CODE			10. THIS ACQUISITION IS			
						<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
<input type="checkbox"/> SEE SCHEDULE						<input type="checkbox"/>		14. METHOD OF SOLICITATION	
15. DELIVER TO			CODE			16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR			CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		
							CODE		
TELEPHONE NO.					17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				
					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE						STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212			

Figure 8-1(a). SF 1449 (front)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)			
41c. DATE		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	
STANDARD FORM 1449 (REV. 3/2005) BACK					

Figure 8-1(b). SF 1449 (back)

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Department of Defense Form 1155

The COR should complete the receiving report using a copy of the actual delivery order or purchase order (DD Form 1155).

Complete block 27 (signature, printed name, telephone number, and title of a government official authorized to receive and accept the item or service [also check corresponding blocks for receipt and acceptance]); block 28 (check partial or final); block 38 (received by); and block 39 (date of receipt). Blocks 27 and 38 may name the same person if the individual received and accepted the supplies or services. If a second individual actually noted the receipt of the supplies or services; that individual's name and date of receipt shall be placed in blocks 27 and 38.

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 1	
1. CONTRACT/PURCH ORDER/ AGREEMENT NO.		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMM/DD)		4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY			
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than 6) CODE				8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR CODE FACILITY				DELIVER TO FOB POINT BY			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED				
				12. DISCOUNT TERMS			13. MAIL INVOICES TO ADDRESS IN BLOCK				
14. SHIP TO CODE				15. PAYMENT WILL BE MADE BY CODE				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
PURCHASE		Reference your _____ furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:		28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		33. AMOUNT VERIFIED CORRECT FOR			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		34. CHECK NUMBER		35. BILL OF LADING NO.			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL									
f. TELEPHONE NUMBER		g. E MAIL ADDRESS									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYMM/DD)		40. TOTAL CONTRACTORS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

DD FORM 1155, DEC 2001 PREVIOUS EDITION MAY BE USED.

Figure 8-2. DD Form 1155

Department of Defense Form 250

DD Form 250 is the most common receiving report. The receiving/acceptance activity will complete blocks 1–20, 21a, 21b, and 22, including signatures, typed names, titles, mailing address, and phone numbers. If there are separate receiving and acceptance officials, blocks 21 and 22 must reflect each individual appropriately.

MATERIAL INSPECTION AND RECEIVING REPORT											Form Approved OMB No. 0704-0248																																
<small>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</small>																																											
<p align="center">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>																																											
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.				ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF		8. ACCEPTANCE POINT																																	
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN			5. DISCOUNT TERMS																																				
9. PRIME CONTRACTOR CODE				10. ADMINISTERED BY CODE																																							
11. SHIPPED FROM (If other than 9) CODE				FOB:		12. PAYMENT WILL BE MADE BY CODE																																					
13. SHIPPED TO CODE				14. MARKED FOR CODE																																							
15. ITEM NO.	16. STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION				17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT																																		
<table border="1"> <tr> <td colspan="6"> 21. CONTRACT QUALITY ASSURANCE a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____ </td> <td colspan="6"> b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____ </td> <td colspan="6"> 22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted. DATE RECEIVED _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____ <small>* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.</small> </td> </tr> <tr> <td colspan="13"> 23. CONTRACTOR USE ONLY </td> </tr> </table>													21. CONTRACT QUALITY ASSURANCE a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____						b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____						22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted. DATE RECEIVED _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____ <small>* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.</small>						23. CONTRACTOR USE ONLY 												
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DD FORM 250, AUG 2000				PREVIOUS EDITION IS OBSOLETE.					Reset																																		

Figure 8-3. DD Form 250

CENTER FOR ARMY LESSONS LEARNED

Invoices Used as Receiving Reports

A vendor's invoice can be used as a receiving report if the contract/purchase order provides for use of government-certified invoices instead of a separate receiving report.

If the COR is accepting vendor performance or delivery by using a government-certified invoice, include the statement: "I certify the goods/services have been received and accepted on (day, month, and year)." This statement may be on an invoice, delivery ticket, voucher, or separate piece of paper and must contain printed name, title, telephone number, date, and signature of the government official authorized to receive and accept the supplies or services.

Standard Form 1034

If the SF 1034 is used as a receiving report, ensure the specific information identified is included on the voucher. In addition, ensure all appropriate blocks are completed.

Standard Form 1034 Revised October 1967 Department of the Treasury 1 TFM 4-2000 1034-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED		SCHEDULE NO.	
PAYEE'S NAME AND ADDRESS			CONTRACT NUMBER AND DATE		PAID BY	
			REQUISITION NUMBER AND DATE			
			DATE INVOICE RECEIVED			
SHIPPED FROM			TO	WEIGHT	GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small>	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	(1)
<small>(Use continuation sheet(s) if necessary)</small> (Payee must NOT use the space below)						TOTAL
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
		= \$	= \$1.00			
		BY 2			Amount verified, correct for payment	
		TITLE			(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer)			(Title)	
ACCOUNTING CLASSIFICATION						
CHECK NUMBER ON TREASURER OF THE UNITED STATES			CHECK NUMBER ON (Name of bank)			
CASH DATE			PAYEE 3			
1 When stated in foreign currency, insert name of currency.					FOR	
2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title.					TITLE	
3 When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						
Previous edition usable NSN 7540-00-900-2234						
PRIVACY ACT STATEMENT						
The information requested on this form is required under the provisions of 31 U.S.C. 52a and 52b, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.						

Figure 8-4. SF 1034

Flow of Receiving Reports

Figure 8-5 illustrates the flow of receiving reports upon delivery of supplies or services as it relates to payment and closeout of a contract.

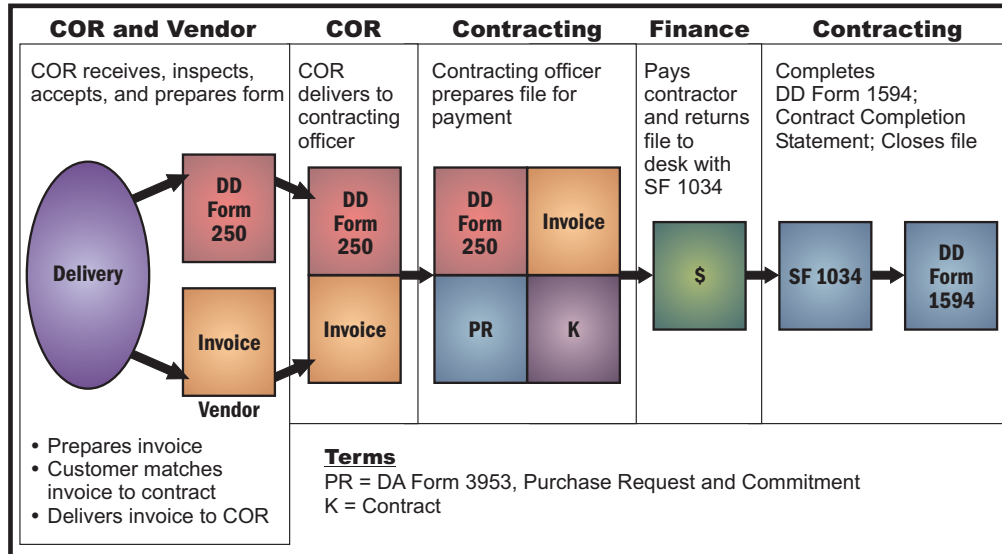


Figure 8-5. Flow of receiving reports upon delivery of supplies or services

Identifying Indicators of Fraud

Fraud is the intentional presentation of falsehood as truth with the goal of causing someone to part with something of value under false pretenses. Violators can receive punishments of prison time from five to ten years and/or receive fines up to \$250,000. Contracting and procurement fraud schemes involve the following:

- Product substitution
- Defective pricing
- Cost mischarging
- Price fixing
- Fabrication of records
- Bribes, gratuities, and kickbacks (common in deployed environments)
- Government employee collusion and fraud; individual fraud

Watch out: CORs are not investigators; they should not personally investigate suspected cases of fraud. CORs should determine the facts of the questionable circumstances and occurrences and advise the appropriate contracting officer, commander, supervisor, or cognizant defense criminal investigative agency.

Chapter 9

Trafficking in Persons

According to the United Nations, human trafficking “involves the movement of people through violence, deception, or coercion for the purpose of forced labor, servitude, or slavery-like practices.” Traffickers use violence, threats, and other forms of coercion to force their victims to work against their will. This includes controlling the victims’ freedom of movement; where and when they will work; and what pay, if any, they will receive. Victims of human trafficking no longer control their lives; their lives belong to the trafficker who is holding them against their will. Human trafficking is not new and is actively practiced globally, especially in third-world countries where contracting officer’s representatives (CORs) are most likely operating.

The U.S. military has a particular duty to act, because human trafficking is a direct threat to our national security. CORs must be aware of how contractors treat their employees. CORs are the first line of defense in the battle against human trafficking.

The following is the three-tier approach to combat human trafficking:

- Education and awareness:
 - All Department of Defense (DOD) military, civilian, and DOD contractors must receive mandatory trafficking in persons (TIP) awareness training.
 - Every COR must receive TIP awareness training. CORs must place their certificates of completion in their COR working files.
- Policy and enforcement: Contracts shall have language to protect individual rights and promote the rule of law in the host nation and in the labor recruiting process. This is primarily the contracting officer’s responsibility.
- Inspection: Correct and report any suspected violations or activities. The COR is the contracting officer’s eyes and ears for any violations.

Watch out: CORs must fight the scourge of TIP. As a COR monitors the contractor and his employees, fighting human trafficking ranks among the COR’s chief priorities. In deployed environments, CORs are too often unaware that trafficking occurs in the midst of hundreds of local nationals and third-country nationals working on their base camps. Traffickers treat their victims as nothing more than goods and commodities for sale to the highest bidder. Human trafficking is the third-largest criminal activity in the world. The military has zero tolerance for human trafficking. CORs are to report all violations to their contracting officers immediately.

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If a contractor fails to comply with the TIP clause in the contract, the contracting officer will determine if the contractor will face the following disciplinary actions:

- Required removal of a contractor employee or employees from the performance of the contract
- Required subcontractor termination
- Suspension of contract payments
- Loss of award fee for the performance period in which the government determined contractor noncompliance
- Termination of the contract for default, in accordance with the termination clause of this contract (without penalty)
- Suspension or debarment

Chapter 10

Beyond the Basics: Tips and Tricks

Cultural Awareness

Contracting officer's representatives (CORs) who work with local nationals or third-country nationals should be aware of the total spectrum of communication: language, nonverbal communication, customs, perceived values, and concepts of time and space. Not understanding all the ways the local population communicates can lead to serious misinterpretation and possible failure of the contract.

In some non-Western cultures, contractors confronted by criticism may react by interpreting the facts to suit themselves or flatly denying the facts. This can cause problems for a COR. Therefore, CORs should take a very indirect approach toward any corrective action. For example, when answering questions that require a "yes" or "no" answer, such as "Do you understand?" the contractor (who may be preoccupied with appearances and politeness) may automatically answer "Yes," regardless if the answer is true or not.

The polite way for many non-Westerners to say "no" is to say, "I'll see what I can do," no matter how impossible the task may be. Another common phrase is *inshallah*, which means "if God wills it" (a more realistic translation: it is not going to happen). Remember that "yes" does not always mean yes. After every meeting with a contractor, the COR should always ask the contractor to review what was discussed and what is expected of him.

Language/conversions

Remember, in most cases CORs are "not in Kansas anymore." However, with a little thought and patience, anything is manageable. CORs may require interpreters to communicate effectively. English phrases and the local language should be spoken with caution to avoid misinterpretation (e.g., a COR may ask for a truckload of gravel and instead get a truckload of chickens). In addition, CORs must remember to use appropriate measures and equivalents in their requirements; most likely CORs are in countries that use the metric system. Do not expect local nationals to understand what 2"x 4" lumber is in metrics.

Business culture

CORs meet with contractors routinely. When scheduling these meetings, CORs must conduct a risk analysis, ensuring that the needs of the government are met, while not unnecessarily exposing personnel to hostile forces (i.e., do not put personnel in harm's way to inspect a load of bottled water).

CORs must remember that non-Westerners often start meetings with small talk and discuss business later. Many third-world contractors may view time differently than Americans. The U.S. Army's "hurry up and wait" mentality is often viewed as an insult. A COR may find a contractor's approach to time to be much slower and more relaxed than in American culture. This cultural difference can frustrate a COR to the point of being counterproductive.

Everyone should be conscious of the fact that some contractors expect kickbacks, finder's fees, exchange of gifts, or other gratuities that are illegal for U.S. personnel to provide or accept. Vigilance is necessary to ensure CORs do not violate standards of conduct. Typically, corruption is a COR's number one threat.

Tip: CORs should use their understanding of the local culture for successful outcomes. It takes understanding, planning, and patience when working with foreign contractors in a deployed environment. When communicating, CORs should always ensure their language is clear and concise (avoid jargon). Above all, CORs should keep a professional working relationship. Take cultural factors into account, but discern between cultural differences and excuses.

The following are some thoughts on using an interpreter:

- First and foremost, assess risk and ensure personnel safety.
- Speak in the first person.
- Remain in close proximity when you are speaking.
- Carry a notepad and take notes, as needed.
- Ask questions when not sure of a term, phrase, concept, acronym, etc.
- Project clearly.
- Do not engage in a tangent dialogue with your audience. Do not become an advocate or mediator in the dialogue; ideally, the interpreter should remain invisible.
- Try to spend a little time with the interpreter before the event begins. The speaker and interpreter should not work together "cold."
- There is no need to use "Me Tarzan, You Jane"-style sentences. Just be aware and allow time for the interpreting process.
- Be constantly attuned to your audience's comprehension level. Slow down, repeat, or elaborate as needed. Test the comprehension of both the audience and the interpreter.
- Do not distract the interpreter by passing notes, whispering, or participating in side conversations.
- Use visual aids—a picture is worth a thousand words. However, rehearse and/or translate with the interpreter in advance.
- Both the COR and the interpreter must stay attuned to cultural awareness and sensitivity; however, do not fall prey to condescension.
- Finally, if the COR's interpreter does not look good, the COR does not look good. Although it is the interpreter's responsibility to do an

excellent job, the COR should be aware of ways in which he can assist the interpreter in that effort.

Tip: If the COR does not have an interpreter assigned to his unit, he should ask his supporting contracting office for temporary assistance.

Chapter 11

Ways to Get in Trouble Fast

Security

Watch out: Never underestimate the dangers of being a contracting officer's representative (COR). It is likely that CORs will be required to travel outside protective areas to inspect the progress of a contract. CORs must ensure they have adequate protection.

CORs should follow the following security recommendations:

- Always perform a composite risk assessment and establish a risk management plan.
- Never tell the contractor your intended schedule for an onsite visit unless absolutely necessary.
- Treat all excursions as a combat patrol.
- Ensure you coordinate all actions with your unit and contracting officer.
- Debrief your S2 as necessary.
- Maximize your time to the business effort only (no personal shopping or sightseeing).

Crossing lines of authority

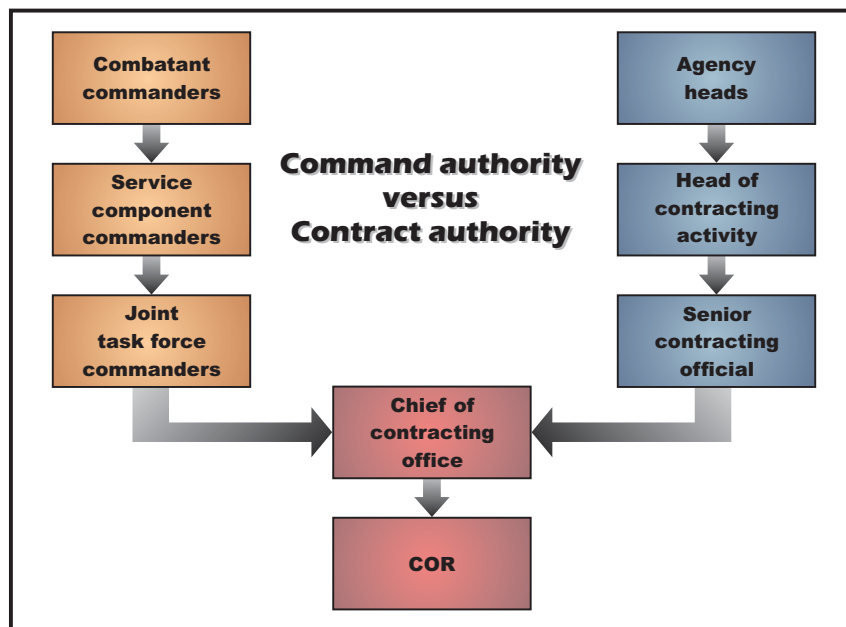


Figure 11-1. Lines of authority

The commander has no command and control authority over contractor personnel or the COR's duties. Although the contract can require contractor personnel to abide by all guidance and obey all instructions and general orders applicable to U.S. military personnel and Department of Defense (DOD) civilians, contractor personnel cannot be "commanded." The contract's terms and conditions govern the relationship between contractor personnel and the government. Only the contracting officer has the authority to direct contractor personnel. In short, the commander must "manage" contractor personnel through the contracting process.

Unauthorized Commitments

Watch out: The pressures to meet mission requirements can be even more intense in a contingency contracting environment than in garrison. If a COR is not vigilant, these pressures can cloud his judgment as to the right way to conduct himself and represent the U.S. and the DOD. CORs must educate their leadership on how to avoid unauthorized commitments.

Federal Acquisition Regulation 1.602-3(a) defines an "unauthorized commitment" as "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." The only individuals who can bind the government are warranted contracting officers and purchase cardholders acting within the limits of their delegated authority. Unauthorized commitments violate federal law, federal regulations, the government-wide Standards of Conduct for Federal Employees, and Department of Defense Federal Acquisition Regulations (FAR).

Examples of unauthorized commitments include the following:

- Someone not named on a purchase card or identified in a contract or blanket purchase agreement orders supplies or services.
Note: A funding document is not a contractual document.
- A contractor starts work before the contracting officer issues or awards the contractual document.
- An invoice is received from a contractor, but no purchase order or contract exists for the items or work described in the invoice.
- Purchase cardholder exceeds single purchase limitation without proper authorization/delegation of authority.

There are severe consequences for all parties involved with an unauthorized commitment. Unauthorized commitments may result in personal liability for the individual who makes the commitment.

Personnel responsible for unauthorized commitments are required to give detailed, written explanations of their actions and may be subject to disciplinary action, especially if violations are flagrant and/or repetitive.

Contractors who act on unauthorized commitments do so at their own risk. Contractors are not entitled to consideration (money) unless and until the unauthorized commitment is ratified. Therefore, if the action is not ratified or costs

are not recognized, payment can be substantially delayed or may not be forthcoming at all.

Gift Prohibition

Contractor personnel may offer CORs souvenirs to take home or welcome gifts upon arrival in a possible attempt to gain favor. In these cases, CORs must clearly understand what they can and cannot accept.

The FAR provides the overarching rule about accepting gifts from contractor personnel. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in government-contractor relationships.

The Anti-Kickback Act of 1986 modernized and closed the loopholes of previous statutes applying to government contracts. The act does the following:

- Prohibits attempted as well as contemplated kickbacks, which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself.
- Makes illegal the acceptance of a kickback “for improperly obtaining or rewarding favorable treatment.”
- Prohibits kickbacks to prime contractors, prime contractor employees, subcontractors, and subcontractor employees. Congress intended the act to embrace the full range of government contracting.

Watch out: “Any person who knowingly and willfully engages in conduct prohibited by [the Anti-Kickback Act] shall be imprisoned for not more than 10 years or shall be subject to a fine ... or both.” (Title 41, United States Code, Section 54; Articles 92 and 134 of the Uniform Code of Military Justice [UCMJ])

Never solicit gifts of any type, regardless of their nature or dollar value. A small number of contractors and potential contractors are willing to offer favors in exchange for business. CORs must understand a bribe occurs when someone “directly or indirectly gives, offers, or promises anything of value to any public official, former public official, or person selected to be a public official, for or because of any official act performed or to be performed by such public official.” Giving or accepting a bribe is a crime punishable by a fine, imprisonment, or both. (Title 18, United States Code, Section 201; Articles 92 and 134 of the UCMJ).

Reporting of gifts

If a gratuity is delivered to a COR (e.g., left on the COR's desk or car), the COR must return it. If a contractor insists on giving the COR a gratuity, the COR must take one of the following steps:

- Attempt to persuade the contractor to take back the gratuity. Explain to the contractor your inability to accept gratuities as a U.S. procurement official and the repercussions you could face if you accept the gratuity.
- Pay the fair market value of the item, call contracting, or consult the legal office.
- As a last resort, if the contractor appears to be offended, accept the gratuity and contact legal counsel immediately. After accepting the gratuity, do the following:
 - Once accepted, safeguard the gratuity. If necessary, notify the finance officer to put the gratuity in a safe. Ask the finance officer for a receipt.
 - Turn the gratuity over to counsel.
 - Write a memorandum for the record (MFR) that includes the circumstances and approximate value of the gratuity. Mention in the MFR that legal advice was obtained.
- If the gratuity is perishable (e.g., food or flowers), share the gratuity within the office (at your own risk) or dispose of it.

If a COR is ever in any doubt about what he should or should not accept, he should consult his organization's legal office or contracting officer.

Watch out: Whenever a contractor delivers a gratuity (i.e., leaves the gratuity on the COR's desk, slides it under the door, etc.), **the COR must return it if he can.** If that is not possible, the COR must document the incident and turn over the gratuity to his contracting officer or legal office along with his suspicions. Play it safe and be safe. Whenever in doubt, call contracting or consult the legal office.

Chapter 12

What Commanders and Staffs Need to Know About Contracting Officer's Representatives

Every commander is likely to inherit or initiate a few service/supply contracts that will require contracting officer's representatives (CORs) from his unit. The commander's local supporting contracting office will determine how many CORs will require the commander's nomination before they are trained and appointed by a contracting officer. The main thing commanders should remember is not everyone can be a COR—the commander's nomination will set the tone for success of the contract.

Commanders should hesitate before nominating key staff members or leadership as CORs; however, a marginally capable COR will cause more headaches and may place the mission at risk. Commanders should remember that every contract will inherently have problems; a capable COR can solve more than 95 percent of those problems.

The following are key attributes of a capable COR:

- Can operate independently (strong problem-solving abilities)
- Pays attention to detail and can juggle multiple projects
- Makes sound business decisions (demonstrates experience-acquired business expertise or produces documentation of formal training)
- Communicates effectively (both verbal and written)
- Maintains high ethical standards
- Possesses basic knowledge of the services provided in the contract

Each service contract will require a dedicated amount of time from the COR. Depending on the complexity of the contract, COR duties can range from part-time to full-time employment. No COR, no contract.

Tip: Each COR should have a designated alternate trained to fill in the gap when the primary COR is not available (due to mission, injury, or mid-tour leave).

CORs represent and assist the contracting officer in the administration of a contract. CORs do this by verifying contractor performance, inspecting the contractor's work, and maintaining liaison and direct communication with the contractor. CORs receive their authority as COR only from the contracting officer, not from their chain of command.

Commanders may appoint only military personnel or Department of the Army civilians as CORs. There is no minimum rank required to be a COR; however, personnel nominated for the job must have adequate organizational skills, character, and judgment to perform properly. CORs should be subject-matter experts in the commodity under contract (e.g., A 92G30 should be nominated as a COR for a food

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service contract). Performance as a COR can demand much more time than normally expected from an additional duty. For some projects, being the COR is a primary duty. Some service contracts, depending upon their complexity, associated quality assurance surveillance plans, and evaluation standards, may require an assistant COR.

Tip: CORs cannot delegate their COR duties.

After reviewing the requirement described on the Department of the Army Form 3953, *Purchase Request and Commitment* (commonly referred as the PR) and attached performance work statement, contracting officers will decide if a COR is required. If a COR is required, the contracting officer will notify the requiring unit of its responsibility to nominate an eligible person, usually with a memo signed by the unit commander. The contracting officer is responsible for appointing and training a COR nominee.

COR training will cover responsibilities, ethics, product substitution and fraud, constructive changes and ratification, surveillance methodology, surveillance reports, files and paperwork, and limits of authority for the specific contract.

COR designations remain in effect for the life of the contract unless they are terminated by the contracting officer before the contract ends. CORs may be terminated before the contract ends if they are reassigned from the unit or for unsatisfactory performance.

Figure 12-1 depicts a generalized contracting process as it relates to the responsibility of each member on the acquisition team (i.e., items in red boxes are the responsibility of the requiring activity [the commander's unit]).

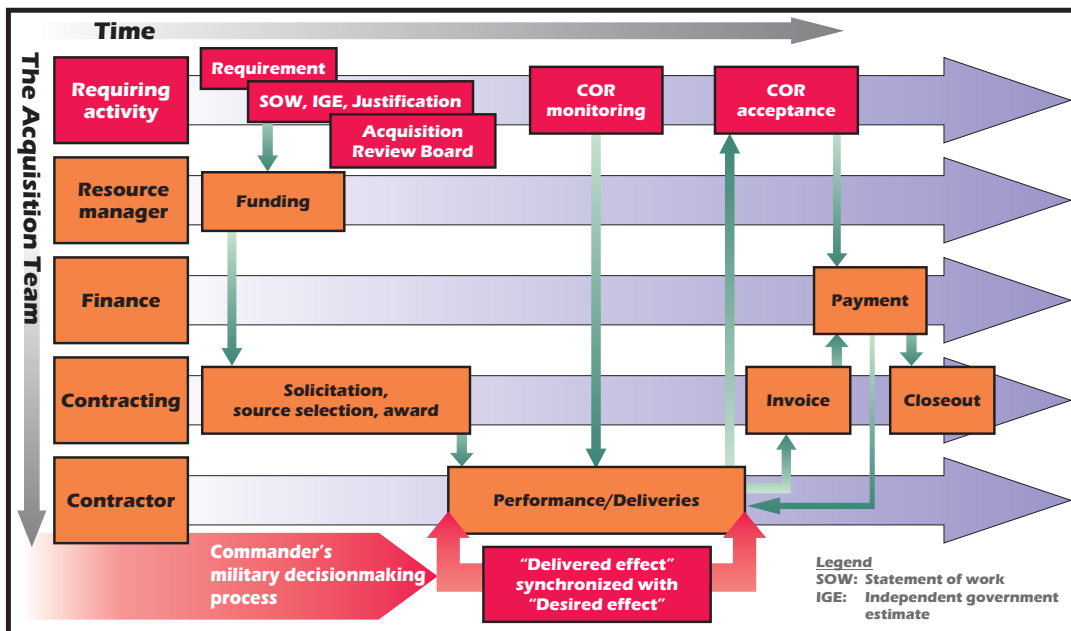


Figure 12-1. Contracting process

Tip: Appendix D (Contract Tracker) can be used as a tool for reporting contracting actions within unit staff updates.

Watch out: Commanders as well as CORs must understand they do not have contractual authority to issue directions or changes to any contract.

Appendix A

Common Terms and Acronyms

Acquisition and Cross-Servicing Agreement (ACSA): Agreements negotiated on a bilateral basis with U.S. allies or coalition partners that allow U.S. forces to exchange most common types of support, including food, fuel, transportation, ammunition, and equipment. Authority to negotiate these agreements is usually delegated to the combatant commander by the Secretary of Defense. Authority to execute these agreements lies with the Secretary of Defense and may or may not be delegated. Governed by legal guidelines, these agreements are used for contingencies, peacekeeping operations, unforeseen emergencies, or exercises to correct logistic deficiencies that cannot be adequately corrected by national means. The support received or given is reimbursed under the conditions of the ACSA. See also “cross-servicing” and “servicing” (Joint Publication [JP] 1-02, *Department of Defense [DOD] Dictionary of Military and Associated Terms*; and JP 4-07, *Joint Tactics, Techniques, and Procedures for Common-User Logistics During Joint Operations*).

Administrative contracting officer (ACO): A contracting officer who administers contracts.

Alternative dispute resolution (ADR): Any type of procedure or combination of procedures used voluntarily to resolve issues in controversy. These procedures may include but are not limited to conciliation, facilitation, mediation, fact-finding, mini-trials, arbitration, and use of ombudsmen.

Bilateral modification: A contract modification (supplemental agreement) that is signed by the contractor and the contracting officer.

Blanket purchase agreement (BPA): A simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supply.

Chief of the contracting office (COCO): Any person who has direct managerial responsibility for the operation of a contracting office. Unless specifically excepted, this term may include, at the option of the designated official, the deputy chief or acting chief of the contracting office.

Civil augmentation program (CAP): Standing, long-term contracts designed to augment service logistic capabilities with contract support in both preplanned and short-notice contingencies. Examples include U.S. Army Logistics Civilian Augmentation Program, U.S. Air Force Contract Augmentation Program, and U.S. Navy Construction Capabilities Contract. See also “contingency” (JP 1-02 and JP 4-07).

Claim: A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. The submission may be converted to a claim by written notice to the converting officer if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Combatant commander (COCOM): A commander of one of the unified or specified combatant commands established by the President. Also called CCDR. See also “combatant command,” “specified combatant command,” and “unified combatant command” (JP 3-0, *Joint Operations*; and JP 1-02).

Contracting officer’s representative (COR): An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Contracting support plan (CSP): The mechanism for planning contracting support for the operation. The CSP ensures that contracting personnel conduct advance planning, preparation, and coordination to support deployed forces, and that contracting plans and procedures are known and included in overall operational plans.

Contingency contracting officer (CCO): A person with delegated contracting authority to enter into, administer, and terminate contracts on behalf of the government in support of a local contingency, steady-state deployments, or other contingency operations. The CCO also acts as the primary business advisor to the deployed or on-scene commander.

Contingency operation: A military operation that is either: (a) designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing force; or (b) created by operation of law (Title 10, United States Code, Section 101[a][13]).

Defense Contract Management Agency (DCMA): An independent contract support agency within the DOD. The DCMA serves as the DOD’s contract manager. The DCMA is responsible for ensuring federal acquisition programs (systems, supplies, and services) are delivered on time, delivered within projected cost or price, and meet performance requirements. For more information, go online to <http://www.dcm.mil/>.

Delivery order (DO): An order for supplies placed against an established contract or with government sources.

Dispute: A disagreement between the contractor and contracting officer regarding the rights of the parties under a contract.

Equitable adjustment: A fair price adjustment under a contract clause for changed work, including an adjustment for profit; a change in the delivery schedule, if appropriate; and a change in any other affected terms of the contract.

Executive agent: A term used to indicate a delegation of authority by the Secretary of Defense to a subordinate to act on the Secretary’s behalf. Designation as an executive agent, in and of itself, confers no authority. The exact nature and scope of the authority delegated must be stated in the document designating the executive agent. An executive agent may be limited to providing only administration and support or coordinating common functions; however, an executive agent may be delegated authority, direction, and control over specified resources for specified purposes.

Executive agency: Instrumentality of the U.S. government bound by the Federal Acquisition Regulations. Executive agencies include the executive departments, the military departments, any independent establishment, and any wholly-owned government corporation within the meaning of Title 31, United States Code, Section 102.

External support contracts: Prearranged contingency contracts or contracts awarded during the contingency from service contracting authorities external to the operational area. The largest contracts of these types have been the services' civilian/contract augmentation programs.

Federal Acquisition Regulations (FAR): The FAR apply to all acquisitions throughout the government. The FAR may be supplemented by various government agencies to further define the FAR's agency-specific guidance.

Field ordering officer (FOO): An individual who has been authorized by the contracting officer in writing to execute micro-purchases by using Standard Form (SF) 44, *Purchase Order-Invoice-Voucher*.

Fragmentary order (FRAGO): An abbreviated form of an operations order (OPORD) that is issued as needed after an OPORD to change or modify the OPORD or to execute a branch or sequel to the OPORD.

Government-Wide Commercial Program Card (GPC): A purchase card similar to a commercial credit card that is issued to authorized agency personnel to use to acquire and to pay for supplies and services.

Government-furnished property (GFP): Property in the possession of or directly acquired by the government and subsequently made available to the contractor.

Government Services Agency (GSA): An agency in the executive branch with the function of procuring supplies and services (including construction) that are used in common by many agencies.

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

Host nation support agreement (HNSA): A basic support agreement normally conducted at government-to-government or government-to-combatant commander level. These agreements may include general agreements, umbrella agreements, and memoranda of understanding.

Humanitarian or peacekeeping operation: A military operation in support of humanitarian or foreign disaster assistance or in support of a peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing.

Imprest fund: A cash fund of a fixed amount established through an advance of funds without appropriation change to an authorized imprest fund cashier to effect immediate cash payments of relatively small amounts for authorized purchases of supplies and nonpersonal services.

Indefinite-delivery type contract: A type of contract used for procurements where the exact time of delivery is not known at time of contracting.

Inter-Service Support Agreement (ISSA): Formal, long-term, or operational-specific support agreements between services, DOD, and/or non-DOD agencies governed by DOD Instruction 4000.19, *Interservice and Intragovernmental Support*. These agreements, normally developed at the service secretariat and governmental agency director level, document funding and reimbursement procedures as well as standards of support between the supplying and receiving service or agencies. Although they are binding service-level agreements, interservice and intragovernmental agreements do not connote DOD-level executive agent responsibilities.

Joint Acquisition Requirement Board (JARB): A requirements process board formed to approve and prioritize designated related high-value and/or high-visibility requirements and determine the proper source of support for these requirements.

Joint Contracting Support Board (JCSB): The primary purpose of the JCSB is to function as a coordination/deconfliction activity for contracting in the joint operations area (JOA). The goal of the JCSB is to maximize the contracting capabilities of the JOA while minimizing the competition for limited vendor capabilities. The JCSB also establishes specific theater and external support contracting procedures and reporting requirements.

Joint forces commander (JFC): A general term applied to a combatant commander, subunified commander, or joint task force commander authorized to exercise combatant command (command authority) or operational control over a joint force.

Joint operations area (JOA): An area of land, sea, and airspace defined by a geographic combatant commander or subordinate unified commander in which a joint force commander (normally a joint task force commander) conducts military operations to accomplish a specific mission.

Memorandum of understanding (MOU): An agreement of cooperation between organizations defining the roles and responsibilities of each organization in relation to the other or others with respect to an issue over which the organizations have concurrent jurisdiction.

Non-appropriated fund (NAF): Funds generated by DOD military and civilian personnel and their dependents and used to augment funds appropriated by the Congress to provide a comprehensive morale, welfare, recreation, religion, and education program to improve the well-being of military and civilian personnel and their dependents.

Ordering officer (OO): Individual who has been authorized by the contracting officer in writing to place orders on an established blanket purchase agreement.

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.

Ratification: The act of approving an unauthorized commitment by an official who has the required authority.

Reach-back: The process of obtaining products, services, applications, forces, equipment, or material from organizations that are not forward deployed.

Replacement in kind (RIK): A type of payment on an acquisition and cross-servicing agreement in which a logistic support, supplies, and services (LSSS) transfer is made with repayment by providing the same kind of LSSS at a later date.

Request for proposals (RFPs): Used in negotiated acquisitions to communicate government requirements to prospective contractors and to solicit proposals.

Senior contracting official (SCO): The SCO is a lead service- or joint command-designated contracting official who has direct managerial responsibility over theater-support contracting. There may be multiple SCOs in the same operational area based on mission or regional focus.

Simplified acquisition procedure (SAP): The method for making purchases of supplies or services.

Status of Forces Agreement (SOFA): An agreement that defines the legal position of a visiting military force deployed in the territory of a friendly state. Agreements delineating the status of visiting military forces may be bilateral or multilateral. Provisions pertaining to the status of visiting forces may be set forth in a separate agreement, or they may form a part of a more comprehensive agreement. These provisions describe how the authorities of a visiting force may control members of that force and the amenability of the force or its members to the local law or to the authority of local officials. To the extent that agreements delineate matters affecting the relations between a military force and civilian authorities and population, SOFAs may be considered civil affairs agreements.

System support contractors: Contract personnel, normally with high levels of technical expertise, hired to support specific military systems. See also “external support contractors” and “theater support contractors.”

System support contract: System support contracts are prearranged contracts awarded by service acquisition program management offices that provide technical support, maintenance support, and, in some cases, Class IX support for selected military weapons and support systems.

Theater support contractors: Contract personnel hired in and operating in a specific operational area. See also “external support contractors” and “systems support contractors.”

Theater support contract: A type of contingency contract that is awarded by a contracting officer deployed to the operational area and serving under the direct contracting authority of the service component, special operations force command, or designated joint chief of contracting for the designated contingency.

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.

Undefinitized contract action (UCA): Any contract action for which the contract terms, specifications, or price are not agreed upon before performance is begun under the action. Examples are letter contracts; orders under basic ordering agreements; and provisioned item orders, for which the price has not been agreed upon before performance has begun.

Unilateral modification: A contract modification that is signed only by the contracting officer. For example, unilateral modifications are used to do the following:

- Make administrative changes.
- Issue change orders.
- Make changes authorized by clauses other than a changes clause (e.g., property, options, or suspension of work clauses).
- Issue termination notices.

Appendix B

Standard Form 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(if applicable)</i>		
6. ISSUED BY	CODE	7. ADMINISTERED BY <i>(if other than Item 6)</i>	CODE		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				<input checked="" type="checkbox"/> (X)	9A. AMENDMENT OF SOLICITATION NO.
				<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA <i>(if required)</i>					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/>					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>			<i>(Signature of Contracting Officer)</i>		
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

Appendix C

Department of the Army Form 3953

<p>PURCHASE REQUEST AND COMMITMENT For use on this form, see AR 37-1; the proponent agency is DAS/AFM</p>		1. PURCHASE INSTRUMENT NO.	2. REQUISITION NO.	3. DATE	PAGE 1 OF 1 PAGES
4. TO:		5. THRU:		6. FROM:	
7. PURCHASED FOR		8. DELIVERED TO			
<p>It is requested that the supplies and services enumerated below be secured through normal supply channels or other Army supply sources in the immediate vicinity, and procurement will not violate existing regulations pertaining to local purchases for stock. Therefore, local procurement is necessary for the following reasons: <i>(Check appropriate box and complete item.)</i></p>					
<p>The supplies and services listed below cannot be secured through normal supply channels or other Army supply sources in the immediate vicinity, and procurement will not violate existing regulations pertaining to local purchases for stock. Therefore, local procurement is necessary for the following reasons: <i>(Check appropriate box and complete item.)</i></p>					
<p>12. LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY</p>		<p>10. NAME OF PERSON TO CALL FOR ADDITIONAL INFORMATION</p>			
<p>13. REQUISITIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY</p>		<p>11. TELEPHONE NUMBER</p>			
<p>EMERGENCY SITUATION PRECLUDES USE OF REQUISITION CHANNELS FOR SECURING ITEM</p>		<p>FUND CERTIFICATION The supplies and services listed on the request are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and funds have been committed.</p>			
<p>14. ITEM</p>		<p>15. DESCRIPTION OF SUPPLY SERVICES</p>		<p>19. ACCOUNTING CLASSIFICATION AND AMOUNT</p>	
<p>16. CITY</p>		<p>17. UNIT</p>		<p>20. TYPED NAME AND GRADE OF CERTIFYING OFFICER</p>	
<p>18. ESTIMATED UNIT PRICE ^a</p>		<p>TOTAL COST ^b</p>		<p>21. SIGNATURE</p>	
<p>25. THE FOREGOING ITEMS ARE REQUIRED NOT LATER THAN AS INDICATED ABOVE FOR THE FOLLOWING PURPOSE</p>		<p>23. DISCOUNT TERMS</p>		<p>22. DATE</p>	
<p>26. DELIVERY REQUIREMENTS</p>		<p>24. PURCHASE ORDER NO.</p>		<p>27. TYPED NAME AND GRADE OF INITIATING OFFICER</p>	
<p>ARE MORE THAN 7 DAYS REQUIRED TO INSPECT AND ACCEPT THE REQUIRED GOODS OR SERVICES? YES <input type="checkbox"/> NO <input type="checkbox"/></p>		<p>28. SIGNATURE</p>		<p>29. DATE</p>	
<p>IF YES, NUMBER OF DAYS REQUIRED</p>		<p>30. TELEPHONE NUMBER</p>		<p>35. SIGNATURE</p>	
<p>34. TYPED NAME AND GRADE OF APPROVING OFFICER OR DESIGNEE</p>		<p>32. SIGNATURE</p>		<p>36. DATE</p>	
<p>33. DATE</p>		<p>DA FORM 3953, MAR 91</p>			
<p>EDITION OF AUG 76 IS OBSOLETE</p>				<p>USAPPCC V2.00</p>	

Appendix D Contract Tracker

Contract #	Service	Period of performance ends	Management	Budget	Cost	Performance	Way ahead
M-0123	Latrine Cleaning	17 Apr 08	G	A	G	R	Contracting officer issues cure notice
M-0123	General Labor	01 Jan 09	G	R	G	G	Waiting on Joint Acquisition Review Board approval
M-0123	Transportation	22 Jul 08	G	G	G	G	Contracting officer issues cure notice

Rating Definitions:

- G No significant issues
- A Issues exist but corrective actions in work are expected to resolve the issue(s)
- R Significant issues that require leadership attention

Rating Area Considerations

<p>Management/Training</p> <ul style="list-style-type: none"> • Resources assigned: Contracting officer, Contracting officer's representative, Resource manager • Availability: Part-time, Full-time • Training • Experience • Expected turnover <p>Budget</p> <ul style="list-style-type: none"> • Green – Sufficient funding for next 60 days • Amber – Sufficient funding for next 30-60 days • Red – Funding for < 30 days 	<p>Cost</p> <ul style="list-style-type: none"> • Green – Contractor at or under cost • Amber – Contractor < 10% over cost • Red – Contractor > 10% over cost <p>Performance</p> <ul style="list-style-type: none"> • Green – Contractor meeting requirements • Amber – Contractor marginally meeting requirements • Red – Contractor not meeting requirements
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Appendix E
Metric Conversions

Unit	Conversion	
1 centiliter	10 milliliters	.34 fluid ounces
1 centimeter	10 millimeters	.39 inches
1 deciliter	10 centiliters	3.38 fluid ounces
1 decimeter	10 centimeters	3.94 inches
1 liter	10 deciliters	33.81 fluid ounces
1 meter	10 decimeters	39.37 inches
1 decaliter	10 liters	2.64 gallons
1 decameter	10 meters	32.8 feet
1 hectoliter	10 decaliters	26.42 gallons
1 hectometer	10 decameters	328.08 feet
1 kiloliter	10 hectoliters	264.18 gallons
1 kilometer	10 hectometers	3,280.8 feet
1 square centimeter	100 square millimeters	155 square inches
1 centigram	10 milligrams	.15 grains
1 square decimeter	100 square centimeters	15.5 square inches
1 decigram	10 centigrams	1.54 grains
1 square meter	100 square decimeters	0.76 square feet
1 gram	10 decigram	.035 ounces
1 square decameter	100 square meters	1,076.4 square feet
1 decagram	10 grams	.35 ounces
1 square hectometer (hectare)	100 square decameters	2.47 acres

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1 hectogram	10 decagrams	3.52 ounces
1 square kilometer	100 square hectometers	.386 square miles
1 kilogram	10 hectograms	2.2 pounds
1 quintal	100 kilograms	220.46 pounds
1 metric ton	10 quintals	1.1 short tons
1 cubic centimeter	1,000 cubic millimeters	.06 cubic inches
1 cubic decimeter	1,000 cubic centimeters	61.02 cubic inches
1 cubic meter	1,000 cubic decimeters	35.31 cubic feet
1 meter	3.280 feet	
1 mile	1.609 kilometers	
1 meter	1.094 yards	
1 square inches	6.451 square centimeters	
1 kilometer	.621 miles	
1 square foot	.093 square meters	
1 square centimeter	.155 square inches	
1 square yard	.836 square meters	
1 square meter	10.764 square feet	
1 square mile	2.590 square kilometers	
1 square meter	1.196 square yards	
1 acre	.405 square hectometers	
1 square kilometer	.386 square miles	
1 cubic foot	.028 cubic meters	
1 square hectometer	2.471 acres	
1 cubic yard	.765 cubic meters	

1 cubic meter	35.315 cubic feet
1 fluid ounce	29,573 milliliters
1 cubic meter	1.308 cubic yards
1 pint	.473 liters
1 milliliter	.034 fluid ounces
1 quart	.946 liters
1 liter	2.113 pints
1 gallon	3.785 liters
1 liter	1.057 quarts
1 ounce	28.349 grams
1 liter	.264 gallons
1 pound	.454 kilograms
1 gram	.035 ounces
1 short ton	.907 metric tons
1 kilogram	2.205 pounds
1 pound-force foot	1.356 newton meters
1 metric ton	1.102 short tons
1 pound-force inch	.11296 newton meters

Appendix F
Acquisition Team Point of Contact List

Contracting Officer:

Name: _____

Unit/Location: _____

Phone number: _____

E-mail: _____

Requiring Activity (S4):

Name: _____

Unit/Location: _____

Phone number: _____

E-mail: _____

Alternate Contracting Officer's Representative:

Name: _____

Unit/Location: _____

Phone number: _____

E-mail: _____

Resource Manager:

Name: _____

Unit/Location: _____

Phone number: _____

E-mail: _____

Contractor:

Name: _____

Unit/Location: _____

Phone number: _____

E-mail: _____

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NIPR Email address: call.rfimanager@conus.army.mil

**Mailing Address: Center for Army Lessons Learned, ATTN: OCC, 10 Meade Ave.,
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