



**OFFICE OF ADMINISTRATION
DIVISION OF CONTRACTS**

**ACQUISITION INSTRUCTION
#2011-07**

**TO: DIVISION OF CONTRACTS STAFF AND
REGIONAL ACQUISITION PERSONNEL**

FROM: Procurement Policy Team

DATE: November 15, 2011

**SUBJ: Contracting Officer's Representative
Delegation and Appointment
Memorandum**

PHASE: Administration

**LAST
REVISION: August 16, 2013**

REF: FAR Subpart 1.6

PURPOSE: The purpose of this Instruction is to provide a standard template for a Contracting Officer's Representative (CORs) Delegation and Appointment Memorandum.

BACKGROUND: The issuance of CORs Delegation memos to agency officials responsible for contract administration has been inconsistent in the past. This guidance requires such issuance and serves to standardize the process for issuing COR delegation memos to all designated U.S. Nuclear Regulatory (NRC) employees with responsibility for post-award contract/order administration above the simplified acquisition threshold. In the past, the NRC has used various titles to describe technical officers assigned with contract administration duties, such as Project Officers, Project Managers, and Task Order Managers, so the agency adopted a common title prescribed in the Federal Acquisition Regulation: "Contracting Officer's Representative."

The attached memorandum and related attachments have been updated to include references to the NRC's [Acquisition Guidebook for Contracting Officer's Representatives](#) and information regarding the use of COR Invoice Review Checklists.

POLICY: The attached CORs Delegation and Appointment Memorandum and its related attachments shall be utilized when the Contracting Officer (CO) issues delegations to agency employees for technical oversight and administration of contracts/orders.

APPLICABILITY: This policy guidance applies to all offices in NRC headquarters and all regions for contracts and orders exceeding the simplified acquisitions threshold, but delegation memos may be issued to CORs for acquisitions below this amount if deemed appropriate by the CO.

Attachments:

1. Contracting Officer's Delegation and Appointment Memorandum
2. Contracting Officer's Representative Delegated Authority and Limitations
3. COR Acknowledgement Memorandum



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

Date: _____

MEMORANDUM TO: [Enter Name], Contracting Officer's Representative
Office of (Insert Name of Office)

FROM: [Enter Name], Contracting Officer
Office of Administration

SUBJECT: **CONTRACTING OFFICER'S REPRESENTATIVE DELEGATION
AND APPOINTMENT MEMORANDUM**

In accordance with Federal Acquisition Regulation (FAR) Subpart 2.1, you are hereby designated as the Contracting Officer's Representative (COR) in administration of the following contract/order:

Contract Number: [Enter contract number]

Order Number: [Enter task/delivery order number, if applicable]

Description: [Enter supply item/description of services]

Contractor: [Enter contractor name]

Contract Period: [Enter contract period of performance]

You and your immediate supervisor are requested to sign the last page of this memorandum and return it to the listed point of contact within 7 calendar days to acknowledge your acceptance of this appointment as a COR. A copy of this appointment will also be provided to the contractor.

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into, and administer contracts. Thus, the CO has the responsibility to see that all requirements of law and regulation are followed. However, as the COR, you are delegated the authority to monitor the technical effort being performed under the contract. You should familiarize yourself with the requirements of Management Directive and Handbook 11.1, "NRC Acquisition of Supplies and Services," the entire contract/order, and basic contract administration concepts included in the [Acquisition Guidebook for Contracting Officer's Representatives](#). Other than the CO, you are the only Government employee who may direct the flow of technical matters between the NRC and the contractor.

A contract is a legally enforceable and binding agreement that contains the rights and remedies of the parties. If the contractor deviates from the terms and conditions of the contract, it is a matter between the Government (represented by the CO) and the contractor. You must keep the CO fully informed so that legally effective solutions can be applied to problems as they develop. Your suggestions to the contractor may be construed as instructions and lead to claims for additional compensation or to a release of the contractor from its legal obligations

under the contract. While you are authorized to provide technical direction to the contractor, do not take any action unless it is clearly authorized by this delegation and appointment memorandum.

CONTACT: Name: [Insert Contract Specialist's Name], Phone Number [Insert] and Email: [Insert].

Attachments:

- 1) Contracting Officer's Representative Delegated Authority and Limitations
- 2) COR Acknowledgement Memorandum

Contracting Officer's Representative Delegated Authority and Limitations:

For contracts that provide for the design, development, maintenance or operation of Privacy Act (Pub. L. 93-579) Systems of Record, you are required to ensure that all records (electronic or paper) created, compiled, obtained or maintained under the contract are returned to NRC or transferred to the successor contractor or destroyed at the end of the contract in accordance with instructions to be provided by the NRC Systems Manager for Privacy Act Systems of Records. "Operation" of a Privacy Act Systems of Record means the performance of activities associated with maintaining the systems of records, including the collection, use and dissemination of records (See FAR Clauses 25.224-1 & 25.224-2).

Your delegated responsibilities as the COR are to:

- 1) Maintain liaison and direct communications with the contractor while keeping an arms-length relationship with the contractor in the interest of procurement integrity as well as sound contract management.
- 2) Coordinate site entry for contractor personnel, if applicable. If this contract includes NRC Form 187, Security Classification Requirements, and requires any type of clearance for contract performance (including access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information), access to sensitive IT systems or data, unescorted access to NRC controlled building/space, or unescorted access to protected and vital areas of nuclear power plants without the approval of SB/DFS), you are required to ensure that all contractor employees have received approval by SB/DFS prior to beginning work under the contract. Your failure to comply with this requirement may result in issuance of a security infraction in accordance with MD and Handbook 12.3.
- 3) Ensure that any Government-furnished property is available when required in conformance with the contract.
- 4) Keep the CO fully informed of any technical or contractual difficulties encountered during performance. You should also advise the CO of any potential problem area under the contract.
- 5) Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherence to the contract provisions and to the contractor's own quality control plan and program.
- 6) Assure the CO that the contractor is performing the technical requirements of the contract, and inform the CO of any failures to do so, particularly if the contractor does not make corrections.
- 7) Perform, or cause to be performed, inspections necessary in connection with the contract, and verify that the contractor has corrected all deficiencies.
- 8) Perform acceptance for the Government of services performed under this contract.

- 9) Monitor the contractor's performance, notify the contractor of failures to comply with the technical requirements of this contract and specific deficiencies observed during surveillance, and direct appropriate action to effect correction.
- 10) Record and report to the contracting officer incidents of faulty or nonconforming work, delays or problems, particularly if the contractor does not make corrections.
- 11) Ensure that Government furnished property, if any, is available when required, and report any accountable property to the appropriate property personnel.
- 12) Ensure that all required items, documentation, data, and/or reports are submitted to you as required by the contract. If additional time is required by the contractor, the contractor should submit a formal request for a time extension to the CO through you. You should indicate your concurrence or state the reasons why you do not concur, and forward the request to the CO for finalization (via formal requisition).
- 13) Evaluate proposals for and participate in negotiation of changes, modifications and claims at the request of the CO.
- 14) Review contractor invoices and recommend approval to the CO if the contractor's cost/price information is consistent with the negotiated contractual amounts and required performance or deliveries. Verify that satisfactory progress is being made commensurate with planned rate of expenditures.

COR Invoice Review: Immediately notify the CO of any discrepancies or concerns to facilitate a coordinated and timely response to the contractor for corrective action and resolution to support timely payment, as appropriate.

Note: The use of COR Invoice Review Checklists is optional unless otherwise required by the CO. If the CO requires use of a checklist for this contract/order, please include the following language in this COR Delegation and Appointment Memorandum.

The COR is required to complete an Invoice Review Checklist for each invoice for the above numbered contract/order, in accordance with [Acquisition Instruction #2013-03](#). Please click the following hyperlink to access the appropriate invoice review checklist [CO must select one of the following hyperlinks for the COR to use based on the contract/order type]: [Fixed-Price](#), [Time-and-Materials/Labor-Hour](#), or [Cost-Reimbursement](#).

- 15) Review and approve all invoices in a timely manner in accordance with agency OCFO procedures and Prompt Payment Act.
- 16) Document actions taken and decisions that you have made as the COR, and maintain adequate records to sufficiently describe the performance of your duties as COR during the life of the contract. At a minimum, the COR file should contain copies of the following:
 - COR delegation and appointment memorandum and acknowledgement from the contracting officer, a copy of any changes to that letter and a copy of any termination letter

- Contract, task orders, and any modifications thereto
- All contract correspondence initiated by authorized representatives concerning performance of the contract (including letters, emails, and meeting minutes)
- Records of conversations with the contractor
- A record of inspections performed and the results
- Invoices
- A copy of the applicable quality assurance surveillance plan (QASP) for performance-based contracts
- Reports
- Records relating to the contractor's quality control system and plan and the results of the quality control effort

17) Provide the CO with a copy of any correspondence you send to the contractor.

18) Advise the CO in advance of any scheduled meetings with the contractor.

19) If the contract is for construction or services and you visit the site where work is being performed, check to see that the Department of Labor and Equal Employment Opportunity posters and applicable wage determination rates are posted in full view of employees.

20) Perform final inspection and acceptance of all work required under the contract, including the review and approval of reports and assists the CO with contract closeout activities as requested.

21) Monitor, document, and evaluate contractor performance in accordance with Federal Acquisition Regulations (FAR) and Division of Contract procedures.

22) All written communications with the contractor must be furnished to the contracting officer or designated contract specialist assigned to administration duties under this contract. Prior Contracting Officer concurrence may be required for some correspondence, while other correspondence (e.g., changes to the terms and conditions, funding or schedule of the contract) may be forwarded to the contractor only with the Contracting Officer's authorization and signature.

23) Conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with the contractor.

In your capacity as COR, you **DO NOT** have the authority to:

- Award, agree to, or sign any contract, delivery order or task order. All contractual agreement, commitments, or modifications shall be made only by the CO. You may be personally liable for unauthorized acts. You may not re-delegate your Contracting Officer's Representative authority.
- Make any commitments or otherwise obligate the Government or to make any changes to the contract scope.
- Grant deviations from or waive any of the terms and conditions of the contract (includes cost, schedules, and/or performance).
- Impose or place a demand upon the contractor to perform any task or permit any substitution not specifically provided for in the contract.
- Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds.
- Give direction to the contractor or to the employees of the contractor except as provided for in the contract.
- Change the period of performance.
- Authorize the purchase of equipment, except as required under the contract.
- Authorize the furnishing of Government property, except as required under the contract.
- Authorize subcontracting or the use of consultants.
- Approve shifts of funding between line items of the budget.
- Approve travel and relocation expense over and above that provided for in the contract.
- Authorize the use of overtime.

Mutual cooperation is essential to the success of this contract. Your appointment as COR shall remain in effect through the life of the contract unless sooner revoked in writing by the CO or a request for replacement is submitted from the Designation Official. Any revocation of the appointment shall be in writing. If your appointment is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the CO. If you are reassigned or separated from service, request termination and relief from your duties from the CO sufficiently in advance of your reassignment or separation to permit timely selection and appointment of a successor COR.

If you have or may have direct or indirect financial interests, which would place you in a position where there is a conflict between your private interests and the public interests of the United States, you shall immediately advise your supervisor and the CO of the conflict so that

appropriate action may be taken. You shall avoid the appearance of such conflict to maintain public confidence in the Government's conduct of business with the private sector.

AS AN INDICATION THAT YOU HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH YOUR CONTRACTING OFFICER'S REPRESENTATIVE ROLE AND RESPONSIBILITIES, PLEASE COMPLETE THE NEXT PAGE OF THIS MEMORANDUM AND RETURN IT TO THE CONTRACT SPECIALIST LISTED ABOVE WITHIN **7 CALENDAR DAYS** OF THE DATE OF THIS APPOINTMENT.

MEMORANDUM TO: [\[Insert CO Name\]](#), Contracting Officer

The undersigned acknowledges the COR appointment on Contract/Order No. [\[Insert Number and Title\]](#) and accepts the duties, responsibilities and limitations described in the delegation and appointment memorandum. Your signature also serves as certification that you have read and understand the contents of MD 11.1, [Acquisition Instruction #2013-03](#) if invoice review checklists are required, and familiar with applicable contract administration concepts included in the [Acquisition Guidebook for Contracting Officer's Representatives](#). The original copy of this designation should be retained for your file.

I understand and accept that you, as the Contracting Officer, reserve the authority to cancel this COR appointment.

As such:

I agree to satisfy and perform the contract management duties assigned to me in accordance with the ethical standards of conduct for procurements and for federal employees.

I agree to diligently monitor the technical performance of the contractor to ensure that technical requirements under the contract are met by the delivery date or within the period of performance set forth in the contract.

I agree to partner with the CO by keeping him/her informed of any technical difficulties arising under the contract.

I agree to promote fair and open competition whenever possible.

I agree not to make any commitments or otherwise obligate or bind the Government to make any changes to the contract.

I agree not to make any commitments or obligations that would otherwise go beyond the limits of my COR delegation.

Receipt of this designation is acknowledged.

Name: (Print or type)	Signature:
Title:	Date:

Supervisor Acknowledgement:

Name: (Print or type)	Signature:
Title:	Date: