

CHANGE REQUEST COVER SHEET

Change Request Number: 11-17

Date Received: 1/6/2011

Title: COTR Training & Continuous Learning

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Policy OR Guidance: Guidance

Section/Text Location Affected: T3.10.1

Summary of Change: This change involves the following areas, as follows: 1) Removal of the training requirements and continuous learning points for the Contracting Officer's Technical Representative (COTR) Certification Program. 2) The Resident Engineer Delegation Memorandum is removed in its entirety. 3) Include an updated COTR Delegation Memorandum, which includes the duties that were listed on the RE Designation Letter. 4) Remove the COTR/COR/RE Redelegation Memorandum. 5) Remove COR/RE from the remaining documents.

Reason for Change: The current COTR training, competencies and certifications are currently found in AMS Policy Section 5, Acquisition Career Program, therefore we are removing them from AMS Policy Section 3. The Resident Engineer Delegation Memo has been removed and an updated COTR Delegation Memorandum has been added. The Resident Engineer Delegation Memorandum was removed because the CO should be delegating specific duties to a COTR, not an RE. RE in some cases are contract personnel. The CO should not be delegating specific contracting duties to contract personnel. The COTR/COR/RE Redelegation Memorandum is removed, because the COTR Delegation Memorandum specifically states that the COTR is not authorized to redelegate their authority.

Development, Review, and/or Concurrence: Procurement Policy Team

Target Audience: FAA Contracting Workforce and Program Offices

Potential Links within FAST for the Change: None

Briefing Planned: No

ASAG Responsibilities: Review and Comment

Potential Links within FAST for the Change: None

Links for New/Modified Forms (or) Documents (LINK 1) [Also see revisions for COTR Handbook, which is found in the Procurement Toolbox.](#)

Links for New/Modified Forms (or) Documents (LINK 2)

Links for New/Modified Forms (or) Documents (LINK 3)

SECTIONS REMOVED:

Procurement Guidance:

Section 6 : Appendix 6 - COTR Training & Continuous Learning [\[Old Content\]](#)

Procurement Guidance:

Section 2 : Appendix 2 - Resident Engineer Delegation Memorandum [\[Old Content\]](#)

Procurement Guidance:

Section 3 : Appendix 4 - COTR / COR / RE Redelegation Memorandum [\[Old Content\]](#)

Procurement Guidance:

Section 3 : Appendix 5 - Contractor Notice of COTR / COR / RE Redelegation [\[Old Content\]](#)

SECTIONS ADDED:

Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 10 : Appendix - Common Authorities for Modifications [\[New Content\]](#)

SECTIONS EDITED:

Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 2 : Basic Responsibility for Contract Administration [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

Procurement Guidance:

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Appendices

Section 2 : Appendix 2 - COTR Revocation Memorandum [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

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Appendices

Section 3 : Appendix 3 - When Should a COTR be Appointed? [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

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Section 4 : Appendix - Stop-Work Order [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

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Section 5 : Appendix - Novation Agreement [\[Old Content\]](#)[\[New Content\]](#)[\[RedLine Content\]](#)

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Section 6 : Appendix - Change of Name Agreement [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

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Appendices

Section 7 : Appendix - Guide for Creating and Maintaining Contract

Administration Files [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Procurement Guidance:

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Appendices

Section 8 : Appendix - Contract File Completion Statement [\[Old Content\]](#)[\[New Content\]](#)

[\[RedLine Content\]](#)

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Appendices

Section 9 : Appendix 9 - Memo to FAA COTR Terminating Contractor

Accounts on FAA Systems [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

SECTIONS REMOVED:

Procurement Guidance:

Section 6 : Appendix 6 - COTR Training & Continuous Learning.

1. COTR Training Courses

COTR training needs are determined by discussion between the candidate COTR and Contracting Officer. On-line and classroom training is available through Government and commercial sources. The following is a representative list of courses, but is not all inclusive.

Government-Sponsored Courses:

FAA

(04200) Contract Management for COR/COTRs

(04230) COR/COTR Refresher Training

(04202) Introduction to AMS

(04203) Fundamentals of Acquisition Management System (FAMS)

Defense Acquisition University

CLC 106, COR with a Mission Focus

CLM 011, Contracting for the Rest of Us

CLE 003, Technical Review
CLC 004, Market Research
CLC 006, Contract Termination
CLC 007 Contract Source Selection
CLC 010, Proper Use of Non-DoD Contracts
CLM 012, Scheduling
CLC 013, Performance-Based Services
CLC 018, Contractual Incentives
CLM 013, Work Breakdown Structure
CLM 014, IPT Management & Leadership
CLM 024, Contracting Overview

USDA Graduate School

Comprehensive COTR Workshop (ACQI7523D)
Contracting Basics for COTRs (ACQI7503D)
COTR Refresher (ACQI7513D)
Basic Contract Administration (ACQI7500D)
Contracting Basics for Administrative Personnel (ACQI7502D)
Introduction to Government Contracting (ACQI7501D)
Acquisition Planning (ACQI7505D)
Government Contract Law (ACQI8505D)
7 Steps to Performance-Based Acquisition and Performance-Based Management (ACQI9299D)

Department of Interior - DOI University

Contracting Officer's Representative Course (CORs/COTRs) Basic Certification

Commercially Available Courses:

Management Concepts Incorporated

Contracting Officer's Representative Course 1070

COR/COTR Refresher 1071

Contract Administration I 1022

Contract Administration II 1213

ESI International

The COTR Training Program

COTR Management of IT Service Contracts

COTR Refresher

Administration of Commercial Contracts

Advanced Contract Administration

Northwest Procurement Institute

COR/COTR Certification Course 1026

COR/COTR Inspector Workshop - Level I 1027

COR/COTR Refresher Seminar 1028

COR/COTR Workshop - Level II 1029

COR/COTR Seminar - Level III 1030

2. Refresher Training

Continuous learning points (CLP) are awarded for successful completion of continuous learning activities. Below is guidance on how training, professional activities, and education can be used to meet the CLP requirements for refresher training. All activities must be job-related.

Training

Awareness Training. Periodically agencies conduct briefing sessions to acquaint the workforce with new or changed policy. Generally, no testing or assessment of knowledge gained is required.

Learning Modules and Training Courses. These may be formal or informal offerings from a recognized training organization, including in-house training course/ sessions,

which include some form of testing/ assessment for knowledge gained.

Performing Self-Directed Study. An individual can keep current or enhance his or her capabilities through a self-directed study program agreed to by the supervisor.

Teaching. Employees are encouraged to share their knowledge and insights with others through teaching of courses or learning modules.

Mentoring. Helping others to learn and become more productive workers or managers benefits the agency and the individuals involved.

Professional Activities

Participating in Organization Management. Membership alone in a professional organization will not be considered as fulfilling continuous learning requirements, but participation in the organization leadership will. This includes holding elected/appointed positions, committee leadership roles, or running an activity for an organization that you are permitted to join under current ethics law and regulation. The employee must first ensure that participating in the management of an organization is allowed by the agency.

Attending/Speaking/Presenting at Professional Seminars/Symposia/Conferences. Employees can receive points for attending professional seminars or conferences that are job related. However, the supervisor needs to determine that the individual learned something meaningful from the experience. Because significant effort is involved in preparing and delivering presentations, credit should be given for each hour invested in the preparation and presentation.

Publishing. Writing articles related to acquisition for publication generally meets the criteria for continuous learning. Points will be awarded only in the year published. Compliance with agency publication policy is required.

Participating in Workshops. Points should be awarded for workshops with planned learning outcomes.

Education

Formal training. Continuing Education Units (CEUs) as a guide for assigning points for formal training programs that award CEUs. CEUs can be converted to points at 10 CLP points per CEU.

Formal academic programs. For formal academic programs offered by educational institutions, each semester hour is equal to one CEU. A three-hour credit course would be worth three CEUs and 30 CLP points, assuming that it is applicable to the acquisition function.

Continuous Learning Points

The following is a summary chart of recommended continuous learning points:

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CREDITABLE ACTIVITIES	POINT CREDIT (see note)
Academic Courses	
Quarter Hour	10 per Quarter Hour
Semester Hour	10 per Semester Hour
Continuing Education Unit (CEU)	10 per CEU
Equivalency Exams	Same points as awarded for the course
Training Courses/Modules	
Defense Acquisition University (DAU) Courses/ Modules	10 per CEU (see DAU catalog) or:
• Awareness Briefing/Training—no testing/assessment associated	.5 point per hour of instruction
• Continuous Learning Modules—testing/assessment associated	1 point per hour of instruction
Other Functional Training	1 point per hour of instruction
Equivalency Exams	Same points as awarded for the course
Professional Activities	
Professional Exam/License/Certificate	10-30 points
Teaching/Lecturing	2 points per hour; maximum of 20 points per year
Symposia/Conference Presentations	2 points per hour; maximum of 20 points per year
Workshop Participation	1 point per hour; maximum of 8 points per day and 20 points per year
Symposia/Conference Attendance	.5 point per hour; maximum of 4 points per day and 20 points per year
Publications	10 to 40 points

Note: All activities may earn points only in the year accomplished, awarded or published.

Procurement Guidance:

Section 2 : Appendix 2 - Resident Engineer Delegation Memorandum .

SAMPLE RESIDENT ENGINEER DELEGATION MEMORANDUM

You are hereby designated as the authorized representative of the undersigned Contracting Officer for the subject contract to assist the Contracting Officer in administering the contract and protecting the Government's interests in the actual performance of the contract work by seeing that work is accomplished according to the specifications, drawings, and contract. This delegation may be changed only by the Contracting Officer in writing. As the Resident Engineer (RE), you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

AUTHORITY - As the RE, you have authority to:

1. Perform surveillance of the contract work and conduct inspections that are necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
2. Inspect all work in progress and after completion. Such inspection may extend to all

or any part of the work and to the preparation, fabrication, or manufacture of the contractor-furnished materials to be used and incorporated in the job.

3. Notify the prime contractor of any failure of the work or materials to conform to the contract, specifications, and drawings, and of any delays in the schedule.
4. Stop or suspend work only in life-threatening situations.
5. Approve or reject all progress schedules, material submittals, and contractor-furnished materials that are required under the contract terms.
6. Receive and review, within seven days after the close of each payroll period, all prime and subcontractor certified payrolls; conduct and record a sufficient number of interviews with laborers and mechanics on Standard Form 1445, Labor Standards Interview, to insure that contractor employees working at the job site are being paid in accordance with labor provisions of the contract. The initial interviews are to be conducted during the first 30 days of the contract and each 90 days thereafter.
7. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.

RESPONSIBILITY - As RE you have the responsibility to:

1. Be familiar with and understand the contract requirements.
2. Attend at least 24 hours of initial COTR training within three months of appointment and obtain at least 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.
3. Keep the Contracting Officer informed of any technical or contractual difficulties encountered, progress of the work and potential problem areas under the contract.
4. Report to the Contracting Officer instances of contractor or subcontractor discrimination against any employee or applicant for employment because of race, creed, color, or national origin, or failure to take affirmative action to prevent such discrimination.
5. Determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid under the monthly progress payments.
6. Send the contractor's receipt for Government property delivered to the contractor to the Contracting Officer within seven days after the transfer of the property.
7. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
8. Comply with agency codes of conduct.

LIMITATIONS - As the RE, you shall not:

Make contractual commitments outside the scope of the contract or execute or agree to modifications or take actions that would commit the Government to a change in contract price, quality, quantity, or delivery schedule.

1. Act as contractor's foreman, or perform other duties for the contractor.
2. Direct the contractor on how to perform the work.
3. Supervise contractor employees implicitly or explicitly which could constitute personal services.
4. Enter into or take part in any labor dispute, controversy, or trouble.
5. Settle or decide contractual matters in dispute.
6. Use public office for private gain.
7. Give preferential treatment to any person.
8. Impede Government efficiency or economy.
9. Lose complete independence or impartiality.

10. Make a Government decision outside your authority.
11. Affect adversely the confidence of the public in the integrity of the Government.

For further information, please contact [*insert name, organization code and phone number of the Contracting Officer.*] I am concurrently sending a copy of this memorandum to the Contractor to notify him of this delegation.

Procurement Guidance:

Section 3 : Appendix 4 - COTR / COR / RE Redelelegation Memorandum .

SAMPLE COTR REDELEGATION MEMORANDUM

Text to be inserted is remainder of COTR letter in Appendix 1.

**Substitute COR or RE as appropriate.*

Procurement Guidance:

Section 3 : Appendix 5 - Contractor Notice of COTR / COR / RE Redelelegation.

SAMPLE CONTRACTOR NOTICE OF COTR/COR/RE REDELEGATION

[*Insert Contractor Address*]

Dear [*insert name*]

In accordance with the enclosed memorandum, [*insert name of COTR and organization code*], is hereby designated as the Contracting Officer's Technical Officer* (COTR) to assist the Contracting Officer in the technical administration of contract [*insert contract number and title*]. This delegation supersedes any and all previous COTR delegations under this contract. The COTR has no authority to issue directions or enter into agreements or make any change to the contract that would commit the Government to a change in the contract price, quality, quantity, or delivery schedule. Further, it shall not constitute a basis for any change in the contract consideration or delivery schedule. All technical direction shall be in writing.

Correspondence on technical matters which fall within the authority and responsibility of the COTR, as previously defined, may be addressed directly to the COTR at the following address:

Federal Aviation Administration

ATTN.: [*Insert name, organization code and address*]

Please direct correspondence on contractual matters to me and furnish me copies of all other correspondence you direct to the COTR at the time of issuance.

The contractor shall not accept oral or written instructions on technical matters from sources other than the Contracting Officer or the COTR performing within the limited authority cited herein.

If you have any questions pertaining to this matter, please call me on [*insert phone*

number].

Sincerely,

[insert name of Contracting Officer]

**Substitute COR or RE as appropriate.*

SECTIONS ADDED:

Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 10 : Appendix - Common Authorities for Modifications

As described in AMS Procurement Guidance T3.10.1, contract terms may be modified by the Contracting Officer (CO) when in the best interest of FAA. Modifications can either be bilateral or unilateral:

1. Bilateral modification: a contract modification jointly agreed to by the CO and contractor.
2. Unilateral modification: a contract modification made by the CO that does not require concurrence by the contractor.

To issue a modification, the CO must have the authority to do so. The basis for the authority to modify a contract may be an AMS clause incorporated into a contract, a law or statute, or simply the terms and conditions of the contract.

The tables below provide varying actions that support a contract modification. The actions covered include change orders, administrative changes, supplemental agreements, and other actions that support a modification. Each table describes:

1. The type of action;
2. Whether it is a bilateral or unilateral modification; and
3. Reasons and authorities supporting a modification depending on the kind of requirement (i.e., supply, service, or construction) and type of contract (i.e., fixed-price or cost-reimbursement).

Each table also provides guidance into how each factor relates to Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract.

Table 1: Change Orders

Unilateral Modification (SF 30: Change Order (Block 13A), Unilateral (Block 13E))

Reasons for Modification	Authority
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Supplies (Fixed-Price) Change to: <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery 	AMS Clause 3.10.1-12, Changes- Fixed-Price
Services (no supplies to be furnished) Change to: <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance 	AMS Clause 3.10.1-12/alt1, Changes-Fixed-Price Alternate I
Services (supplies to be furnished) (Fixed-Price) Change to: <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery 	AMS Clause 3.10.1-12/alt2, Changes-Fixed-Price Alternate II
A&E or Other Professional Services (Fixed-Price) Change to: <ul style="list-style-type: none"> • General scope 	AMS Clause 3.10.1-12/alt3, Changes-Fixed-Price Alternate III
Transportation Services (Fixed-Price) Change to: <ul style="list-style-type: none"> • Specifications • Work or services • Place of origin • Place of delivery • Tonnage to be shipped • Amount of Government-furnished property 	AMS Clause 3.10.1-12/alt4, Changes-Fixed-Price Alternate IV
R&D (Fixed-Price) Change to: <ul style="list-style-type: none"> • Drawings, Designs, or Specifications 	AMS Clause 3.10.1-12/alt5, Changes-Fixed-Price Alternate V

<ul style="list-style-type: none"> Place of Inspection, Delivery, or Acceptance 	
Supplies (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> Drawings, Designs, or Specifications Method of Shipment or Packing Place of Delivery 	AMS Clause 3.10.1-13, Changes- Cost-Reimbursement
Services (no supplies to be furnished) (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> Description of Services Time of Performance Place of Performance 	AMS Clause 3.10.1-13/alt1, Changes- Cost-Reimbursement Alternate I
Services (supplies to be furnished) (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> Description of Services Time of Performance Place of Performance Drawings, Designs, or Specifications Method of Shipment or Packing Place of Delivery 	AMS Clause 3.10.1-13/alt2, Changes- Cost-Reimbursement Alternate II
Construction (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> Plans and Specifications or Instructions 	AMS Clause 3.10.1-13/alt3, Changes- Cost-Reimbursement Alternate III
Facilities (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> General Scope 	AMS Clause 3.10.1-13/alt4, Changes- Cost-Reimbursement Alternate IV
R&D (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> Drawings, Designs, or Specifications 	AMS Clause 3.10.1-13/alt5, Changes- Cost-Reimbursement Alternate V

<ul style="list-style-type: none"> Place of Inspection, Delivery, or Acceptance 	
Time and Materials or Labor Hours Change to: <ul style="list-style-type: none"> Description of Services Time of Performance Place of Performance Drawings, Designs, or Specifications Method of Shipment or Packing Place of Delivery Amount of Government Furnished Property 	AMS Clause 3.10.1-14, Changes- Time and Materials or Labor Hours
Construction, Dismantling, Demolition, or Removal of Improvements Change to: <ul style="list-style-type: none"> Drawings, Designs, or Specifications Method or Manner of Performance Government-Furnished Facilities, Equipment, Materials, Services, or Site Accelerate the Performance of the Work 	AMS Clause 3.10.1-15, Changes- Construction, Dismantling, Demolition, or Removal of Improvements
Construction (Changed Conditions) Change to: <ul style="list-style-type: none"> Drawings or Specification within the Scope of the Contract 	AMS Clause 3.10.1-16, Changes and Changed Conditions

Table 2: Administrative Changes

Unilateral Modification (SF 30: Administrative Change (Block 13B), Unilateral (Block 13E))

Reasons for Modification	Authority
Accounting Code Change	AMS Procurement Guidance T3.10.1
COTR Change	AMS Procurement Guidance T3.10.1
Change-of-Name Agreement	AMS Procurement Guidance T3.10.1

Table 3: Supplemental Agreements

Bilateral Modifications (SF 30: Supplemental Agreement (Block 13C), Bilateral (Block 13E))

Reasons for Modification	Authority
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Negotiated Price or Other Adjustment Resulting from Changes Clause (Increase or Decrease)	Reference Applicable Changes Clause
Change in Term or Conditions or Order	Reference Applicable Changes Clause
Adjustments to Wage Determinations and collective bargaining agreements	AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act-- Price Adjustment (Multiple Year and Option Contracts)
Novation Agreement and Change-of-Name	AMS Procurement Guidance T3.10.1 & AMS Clause 3.10.1-25, Novation and Change-of-Name Agreements
Settlement of Agreement Under the Disputes Clause	AMS Clause 3.9.1-1, Contract Disputes
Assignment of Claims	AMS Clause 3.3.1-15, Assignment of Claims
Extension of Delivery Date of Performance Period	Reference Applicable Changes Clause

Table 4: Other

Unilateral Modifications (SF 30: Other (Block 13D), Unilateral (Block 13E))

Reasons for Modification	Authority
Option for Increased Quantity (Specific Line Item)	AMS Clause 3.2.4-32, Option for Increased Quantity
Option for Increased Quantity (Separately Priced Line Item)	AMS Clause 3.2.4-33, Option for Increased Quantity- Separately Priced Line Item
Option to Extend Services	AMS Clause 3.2.4-34, Option to Extend Services
Option to Extend the Term of the Contract	AMS Clause 3.2.4-35, Option to Extend the Term of the Contract
Termination for Convenience of the Government (Fixed-Price)	AMS Clause 3.10.6-1, Termination for Convenience of the Government (Fixed-Price)
Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	AMS Clause 3.10.6-2, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)
Termination (Cost-Reimbursement)	AMS Clause 3.10.6-3, Termination (Cost-Reimbursement)
Termination (Cost-Reimbursement) (Construction)	AMS Clause 3.10.6-3/alt1, Termination (Cost-Reimbursement) Alternate I
Termination (Cost-Reimbursement) (Contracts with Agencies of the Federal Government, or state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt2, Termination (Cost-Reimbursement) Alternate II
Termination (Cost-Reimbursement) (Construction with agencies of the Federal Government, state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt3, Termination (Cost-Reimbursement) Alternate III
Termination (Cost-Reimbursement) (T&M and LH)	AMS Clause 3.10.6-3/alt4, Termination (Cost-Reimbursement) Alternate IV
Termination (Cost-Reimbursement) (T&M and LH with agencies of the Federal Government, state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt5, Termination (Cost-Reimbursement) Alternate V
Default (Fixed-Price Supply and Service)	AMS Clause 3.10.6-4, Default (Fixed-Price

	Supply and Service)
Default (Fixed-Price R&D)	AMS Clause 3.10.6-5, Default (Fixed-Price Research and Development)
Default (Fixed-Price Construction)	AMS Clause 3.10.6-6, Default (Fixed Price Construction)
Availability of Funds	AMS Clause 3.3.1-10, Availability of Funds
Availability of Funds for the Next Fiscal Year	AMS Clause 3.3.1-11, Availability of Funds for the Next Fiscal Year
Excusable Delays	AMS Clause 3.10.6-7, Excusable Delays
Government Delay of Work	AMS Clause 3.10.1-11, Government Delay of Work
Government Property	AMS Clause 3.10.3-2, Government Property - Basic Clause
Government Property (Fixed-Price)	AMS Clause 3.10.3-2/alt1, Government Property - Basic Clause Alternate I
Government Property (T&M/LH or Cost Reimbursement)	AMS Clause 3.10.3-2/alt2, Government Property - Basic Clause Alternate II
Government Property Consolidated Facilities	AMS Clause 3.10.3-3, Government Property Consolidated Facilities
Government Property (Facilities Acquisition)	AMS Clause 3.10.3-6, Government Property (Facilities Acquisition)
Government Property (Facilities Use)	AMS Clause 3.10.3-7, Government Property - Facilities Use
Government Property (Facilities Use) (Research)	AMS Clause 3.10.3-7/alt1, Government Property (Facilities Use). Alternate I
Suspension of Work	AMS Clause 3.10.1-8, Suspension of Work
Disputes (Continued Performance)	AMS Clause 3.9.1-1, Contract Disputes
Variation in Quantity (Fixed-Price contracts for supplies and services that involve the furnishing of supplies)	AMS Clause 3.2.2.8-2, Variation in Quantity
Variation in Estimated Quantities (Fixed-Price Construction)	AMS Clause 3.2.2.8-4, Variation in Estimated Quantities

Table 5: Other

Bilateral Modifications (SF 30: Other (Block 13D), Bilateral (Block 13E))

Reasons for Modification	Authority
Addition of new work using a single source procurement (out of scope changes, additional quantities, time extensions that constitute new work, etc.)	AMS Policy 3.2.2.4

SECTIONS EDITED:

Section 2 : Basic Responsibility for Contract Administration

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 2 : Basic Responsibility for Contract Administration

COs are responsible for administering contracts covered by AMS. This is accomplished through a team effort with the program office, and working through the Contracting Officer's Technical Representative (COTR)* and other functional specialists supporting a program.

*As used in this section, COTR is intended to include Contracting Officer's Representative (COR) and Resident Engineer (RE). **New Content:** Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 2 : Basic Responsibility for Contract Administration

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Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 2 : Basic Responsibility for Contract Administration

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~~*As used in this section, COTR is intended to include Contracting Officer's Representative (COR) and Resident Engineer (RE).~~

Section 3 : Assignment of Contracting Officer's Technical Representative

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative

a. *Designating a Technical Representative.* The CO may designate an individual to act as his/her technical representative to facilitate contract administration. Requiring organizations should ensure that the person recommended as COTR has qualifications and expertise appropriate for the nature of the contract and duties to be delegated. The CO appoints a technical representative by written memorandum describing specific delegated authority and responsibilities. The memorandum is provided by the CO to the technical representative at the time the assignment is made or changed in any way. See Appendices to this guidance for sample

delegation memoranda. Also see AMS COTR Handbook for additional information about COTR duties, competencies, and training.

b. *Required Training.*

(1) *Initial Training.* At least 24 hours of training on basic COTR responsibilities is a prerequisite for performing technical representative duties. A designated COTR must complete this basic training within three months of the date of the CO's appointment memorandum. If a COTR does not complete training within the prescribed timeframe, then the CO terminates the delegation and designates an alternate person. See Appendix 6 for information about COTR training courses.

(2) *Refresher Training (Continuous Learning).* COTRs must complete 40 continuous learning points of refresher training every two years. Continuous learning may include courses, workshops, conferences, seminars or other types of instruction or activities on recent procurement practices, policies, or other specialized topics relevant to delegated COTR duties (see Appendix 6 for more information about continuous learning). Refresher training must be completed by the biannual anniversary date of initial training or last refresher training.

(3) *Documentation.* The COTR must provide documentation showing completion of basic and biannual refresher training to the CO.

(4) *Waivers.* In rare situations, the CO may grant a waiver to training:

(a) When an urgent need arises and no trained individual is available for appointment as COTR, the CO may temporarily appoint a COTR. Temporary appointments are limited to three months and the delegation memorandum must show the expiration date.

(b) When circumstances beyond a COTR's control prevent completion of refresher training within the prescribed timeframe, the CO may grant a time extension of up to three months. The extension must be in writing and state a date by which the COTR must complete refresher training.

c. *Authority of the Technical Representative.* A duly-assigned technical representative is authorized to perform the actions delegated by the CO in a memorandum of delegation. When determining the support needed from a technical representative, the CO should consider the specific requirements and needs of the contract and clearly specify the authority that he/she is granting to the technical representative in a written memorandum of delegation. One memorandum of delegation for all situations may not be appropriate because contractual situations are distinct and have varying needs. The sample delegation memoranda in the Appendices may be modified to reflect the specific needs of the contract and CO.

d. *Changing the Technical Representative.* To change the technical representative on a contract, the CO must revoke the previous delegation and issue a succeeding delegation to another representative. Both of these memoranda are in writing and issued concurrently.

e. *Notifying the Contractor.* The CO furnishes copies of all delegation, revocation, and redelegation memoranda to the Contractor so that they are aware of the technical representative and his or her authority and responsibilities.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative

a. *Designating a Contracting Officer's Technical Representative (COTR).* The CO may designate an individual to act as his/her technical representative to facilitate contract administration. A COTR resolves technical issues, gives technical direction to the contractor, and interprets technical processes and procedures for the contracting officer. Other functions include interpreting technical requirements; assisting with the acquisition strategy; assisting development of the statement of work; generating government cost estimates; assisting in the negotiation of costs or price of technical requirements; monitoring contractor performance; reviewing and accepting services, supplies, and equipment; reconciling invoices and recommending payments. Requiring organizations should ensure that the person recommended as COTR has qualifications and expertise appropriate for the nature of the contract and duties to be delegated. The CO appoints a technical representative by written memorandum describing specific delegated authority and responsibilities. The memorandum is provided by the CO to the COTR at the time the assignment is made or changed in any way. See Appendices to this guidance for sample delegation memoranda. Also see AMS COTR Handbook for additional information about COTR duties.

b. *Basic Training and Biannual Refresher Training Requirements.* See AMS Chapter 5, Acquisition Career Program, for complete training requirements.

(1) The designated COTR must meet the initial training requirement for certification by completing 40 hours of COTR training. Training will be completed prior to appointment. Training may be completed online or in a classroom. Information regarding online and classroom training providers can be obtained from the Leadership and Professional Development Office.

(2) The COTR must provide documentation showing completion of basic and biannual refresher training to the CO.

c. *Authority of the Technical Representative.* A duly-assigned COTR is authorized to perform the actions delegated by the CO in a memorandum of delegation. When determining the support needed from a technical representative, the CO should consider the specific requirements and needs of the contract and clearly specify the authority that he/she is granting to the technical representative in a written memorandum of delegation. One memorandum of delegation for all

situations may not be appropriate because contractual situations are distinct and have varying needs. The sample delegation memoranda in the Appendices may be modified to reflect the specific needs of the contract and CO. Depending on the scope, duration, complexity and aggregate total of the contract, a COTR may not be required.

d. *Changing the Technical Representative.* To change the technical representative on a contract, the CO must revoke the previous delegation and issue a succeeding delegation to another representative. Both of these memoranda are in writing and issued concurrently. The CO must forward copies of COTR changes to the Acquisition Career Management Team, as they occur.

e. *Notifying the Contractor.* The CO furnishes copies of all delegation and revocation memoranda to the contractor so that they are aware of the technical representative and his or her authority and responsibilities.

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative

a. *Designating a **Contracting Officer's Technical Representative (COTR)**.* The CO may designate an individual to act as his/her technical representative to facilitate contract administration. **A COTR resolves technical issues, gives technical direction to the contractor, and interprets technical processes and procedures for the contracting officer. Other functions include interpreting technical requirements; assisting with the acquisition strategy; assisting development of the statement of work; generating government cost estimates; assisting in the negotiation of costs or price of technical requirements; monitoring contractor performance; reviewing and accepting services, supplies, and equipment; reconciling invoices and recommending payments.** Requiring organizations should ensure that the person recommended as COTR has qualifications and expertise appropriate for the nature of the contract and duties to be delegated. The CO appoints a technical representative by written memorandum describing specific delegated authority and responsibilities. The memorandum is provided by the CO to the ~~technical representative~~**COTR** at the time the assignment is made or changed in any way. See Appendices to this guidance for sample delegation memoranda. Also see AMS **COTR Handbook** for additional information about COTR duties, ~~competencies,~~ and training.

b. ~~Required~~**Basic** Training. ~~—(1) Initial~~**and Training. Biannual Refresher** ~~At least 24 hours of training on basic COTR responsibilities is a prerequisite for performing technical representative~~**Training duties Requirements.** ~~A designated COTR must complete this basic training within three months of the date of the CO's~~ **See** ~~appointment~~**AMS** ~~memorandum. Chapter If 5, a COTR~~**Acquisition Career** ~~does~~**Program,** ~~not for~~ complete training within the prescribed **requirements.**

~~(1) timeframe, The then the CO terminates~~**designated COTR must meet** the ~~delegation~~**initial** and designates an alternate **training requirement for certification** person. ~~by See Appendix~~**completing 40** ~~6 for~~**hours** ~~information of~~ about COTR training courses. ~~(2) Refresher Training (Continuous Learning). COTRs must complete 40~~

continuous learning ~~will~~ points of refresher ~~be~~ training every two years completed prior to appointment. Continuous learning Training may include courses, workshops, conferences, seminars or other types of instruction or activities on recent procurement ~~be~~ practices, completed policies, online or other specialized topics relevant to delegated COTR duties (see Appendix 6 for more information in about continuous a learning) classroom. Refresher training must be completed by the biannual anniversary date of initial training or last refresher training Information regarding online and classroom training providers can be obtained from the Leadership and Professional Development Office.—

(32) ~~Documentation.~~—The COTR must provide documentation showing completion of basic and biannual refresher training to the CO.

(4) ~~Waivers.~~ In rare situations, the CO may grant a waiver to training: (a) ~~When an urgent need arises and no trained individual is available for appointment as COTR, the CO may temporarily appoint a COTR. Temporary appointments are limited to three months and the delegation memorandum must show the expiration date.~~ (b) ~~When circumstances beyond a COTR's control prevent completion of refresher training within the prescribed timeframe, the CO may grant a time extension of up to three months. The extension must be in writing and state a date by which the COTR must complete refresher training.~~

c. *Authority of the Technical Representative.* A duly-assigned ~~technical representative~~ COTR is authorized to perform the actions delegated by the CO in a memorandum of delegation. When determining the support needed from a technical representative, the CO should consider the specific requirements and needs of the contract and clearly specify the authority that he/she is granting to the technical representative in a written memorandum of delegation. One memorandum of delegation for all situations may not be appropriate because contractual situations are distinct and have varying needs. The sample delegation memoranda in the Appendices may be modified to reflect the specific needs of the contract and CO. Depending on the scope, duration, complexity and aggregate total of the contract, a COTR may not be required.

d. *Changing the Technical Representative.* To change the technical representative on a contract, the CO must revoke the previous delegation and issue a succeeding delegation to another representative. Both of these memoranda are in writing and issued concurrently. The CO must forward copies of COTR changes to the Acquisition Career Management Team, as they occur.

e. *Notifying the Contractor.* The CO furnishes copies of all delegation, ~~revocation,~~ and ~~relegation~~ revocation memoranda to the Contractor so that they are aware of the technical representative and his or her authority and responsibilities.

Section 2 : Appendix 3 - COTR / COR / RE Revocation Memorandum

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 2 : Appendix 3 - COTR / COR / RE Revocation Memorandum

SAMPLE COTR/COR/RE REVOCATION MEMORANDUM

COTR revocation notice:

This memo is to advise that effective [insert date] your delegation as COTR* dated [insert date] is revoked. You will be succeeded by [insert name] as of the effective date of this revocation. Please assure that you provide the COTR all records and documentation related to this contract.

**Substitute COR or RE as appropriate.*

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 2 : Appendix 2 - COTR Revocation Memorandum

SAMPLE COTR REVOCATION MEMORANDUM

COTR revocation notice:

This memo is to advise that effective [insert date] your delegation as COTR dated [insert date] is revoked. You will be succeeded by [insert name] as of the effective date of this revocation. Please assure that you provide the COTR all records and documentation related to this contract.

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 2 : Appendix ~~3~~ - COTR ~~/COR/RE~~ Revocation Memorandum

SAMPLE COTR~~/COR/RE~~ REVOCATION MEMORANDUM

COTR revocation notice:

This memo is to advise that effective [insert date] your delegation as COTR* dated [insert date] is revoked. You will be succeeded by [insert name] as of the effective date of this revocation. Please assure that you provide the COTR all records and documentation related to this contract.

~~**Substitute COR or RE as appropriate.*~~

Section 3 : Appendix 7 - Stop-Work Order

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 3 : Appendix 7 - Stop-Work Order

STOP-WORK ORDER

Pending a decision from the FAA, you are hereby instructed to stop all work immediately and to make no further commitments under contract [*insert number*] pursuant to clause 3.10.1-9 titled "Stop-Work Order." Under the requirements of this clause, please take steps necessary to minimize the incurrence of costs allocable to the period of work stoppage and advise all subcontractors and vendors to do the same. This stop-work order is in effect for 90* days from the date you receive this letter.

**A longer period may be indicated based upon mutual agreement of the parties.*

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 3 : Appendix 3 - When Should a COTR be Appointed?

When Should a COTR be Appointed?

Usually Necessary:

- Contracts for items, services or construction with technical complexity
 - Major systems
 - Highly technical services such as engineering, programming, architecture and engineering (A&E) etc.
 - Evolving technologies (e.g. NEXTGEN)
 - Large scale construction (e.g. ATCT, ARTCC)
- Contracts with a long performance time
 - Janitorial
- Items, services or construction requiring extensive oversight and inspection
 - Guard services
- Contracts with a contract type other than firm-fixed-price (e.g Cost-type, T&M/LH)
- Service or construction contracts with numerous task orders (e.g. TSSC, NISC, e-FAST)
- High-visibility contracts
- Contracts with numerous contractor personnel, especially when performing at a FAA site
- Contracts requiring the delivery/monitoring of extensive government furnished property

Usually Not Necessary:

- Contracts delivering commercial fixed-price items or services

- Spare parts
 - Office equipment and maintenance
 - Tree trimming/small landscaping projects
 - Other items of a low complexity
- Commercial services with a short performance time
 - Copier repair
 - Elevator repair
 - Small scale moving services
- Purchase orders with simple terms and conditions that require minimal oversight and inspection
- Short-term contracts to address requirements for a bona-fide

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

**Section 3 : Appendix 73 - ~~Stop-Work~~ When Should a OrderCOTR be Appointed? STOP-
WORK-ORDER**

Pending When Should a decision fromCOTR be theAppointed?

Usually FAA,Necessary:

- Contracts for youitems, are hereby instructed to stop allservices or construction with technical complexity work
 - Major immediatelysystems
 - Highly and to make nottechnical services such as furtherengineering, commitmentsprogramming, under contractarchitecture and [insert number]engineering pursuant(A&E) toetc.
 - Evolving clause technologies 3(e.10g.1-9 NEXTGEN)
 - Large titledscale "Stop-Workconstruction Order(e."g. UnderATCT, theARTCC)
- Contracts requirementswith ofa long performance thistime clause
 - Janitorial
- Items, please take steps necessary to minimize the incurrence services or construction requiring extensive oversight and inspection of
 - Guard costsservices
- Contracts allocable to the period of workwith a contract type other than stoppagefirm-fixed-price and(e.g adviseCost-type, allT&M/LH)
- Service subcontractors and vendors to door construction contracts with numerous thetask orders same(e.g. TSSC, ThisNISC, stop-FAST)
- High-workvisibility ordercontracts
- Contracts is in effectwith numerous contractor forpersonnel, especially when performing at 90*a FAA daysite
- Contracts fromrequiring the datedelivery/monitoring you receive thisof extensive government letter.furnished property

-Usually Not Necessary:

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- Contracts delivering longer commercial period fixed-price may items be or services
 - Spare parts
 - Office equipment and indicated maintenance
 - Tree based trimming/small upon landscaping mutual projects
 - Other agreement items of the parties low complexity
 - Commercial services with a short performance time
 - Copier repair
 - Elevator repair
 - Small scale moving services
 - Purchase orders with simple terms and conditions that require minimal oversight and inspection
 - Short-term contracts to address requirements for a bona-fide
-

Section 4 : Appendix 8 - Novation Agreement

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 4 : Appendix 8 - Novation Agreement

NOVATION AGREEMENT

The [*insert name of transferor*] (Transferor), a corporation duly organized and existing under the laws of [*insert state*] with its principal office in [*insert city here*]; the [*insert name of transferee*] (Transferee), [*if appropriate add "formerly known as the [*insert former name*]"*] a corporation duly organized and existing under the laws of [*insert state*] with its principal office in [*insert city here*]; and the United States of America (Government) enter into this Agreement as of [*insert the date transfer of assets became effective*] under applicable State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the [*insert name(s) of agency(ies)*] [*insert name(s) of agency(ies)*], has entered into certain contracts with the Transferor, namely: [*insert contract or purchase order identifications or delete "namely" and insert "as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference."*] The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of [insert date], the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a [insert term descriptive of the legal transaction involved between the Transferor and the Transferee.]

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(When a change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below.)

(8) A certificate dated [insert date], signed by the Secretary of State of [insert name of State], to the effect that the corporate name of EFG Corporation [insert name of transferor] was changed to XYZ Corporation [insert name of transferee] on [insert date], has been filed with the Government.

(b) In Consideration of these facts, the Parties agree that by this agreement--

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee--

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____

Title _____

[insert name of company],

By _____

Title _____

(CORPORATE SEAL)

[insert name of company],

By _____

Title _____

CORPORATE SEAL

CERTIFICATE

I, [*insert name of secretary*], certify that I am the Secretary of ABC Corporation, that [*insert name*], who signed this Agreement for this corporation, was then [*insert information*] of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of _____ 19 ____.

By _____

(CORPORATE SEAL)

CERTIFICATE

I, [*insert name*], certify that I am the Secretary of [*insert name of company*], that [*insert name*], who signed this Agreement for this corporation, was then [*insert information*] of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 19 ____.

By _____

CORPORATE SEAL

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 4 : Appendix - Stop-Work Order

STOP-WORK ORDER

Pending a decision from the FAA, you are hereby instructed to stop all work immediately and to make no further commitments under contract [*insert number*] pursuant to clause 3.10.1-9 titled "Stop-Work Order." Under the requirements of this clause, please take steps necessary to minimize the incurrence of costs allocable to the period of work stoppage and advise all subcontractors and vendors to do the same. This stop-work order is in effect for 90* days from the date you receive this letter.

**A longer period may be indicated based upon mutual agreement of the parties.*

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 4 : Appendix 8- ~~Novation~~Stop-Work AgreementOrder

NOVATIONSTOP-WORK AGREEMENT ORDER

The [insert name of transferor] (Transferor), a corporation duly organized and existing under the laws of [insert state] with its principal office in [insert city here]; the [insert name of transferee] (Transferee), [if appropriate add "formerly known as the [insert former name] a corporation duly organized and existing under the laws of [insert state] with its principal office in [insert city here]; and the United States of America (Government) enter into this Agreement as of [insert the date transfer of assets became effective] under applicable Pending State law. (a) The parties agree to the following facts: (1) The Government, represented by various Contracting Officers of the [insert name(s) of agency(ies)] [insert name(s) of agency(ies)], has decision entered into certain contracts with the Transferor, namely: [insert contract or purchase order identifications or delete "namely" and insert "as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference."] The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or from the Transferor has any remaining rights, duties FAA, or obligations under these contracts and purchase orders). Included in the term you "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement. (2) As of [insert date], the Transferor has hereby transferred instructed to the Transferee all the assets of the Transferor by virtue of a [insert term descriptive of the legal transaction involved between the Transferor and the Transferee.] (3) The Transferee has stop acquired all the assets of the Transferor by virtue of the above transfer. (4) The work Transferee immediately has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer. (5) The Transferee is in a position to fully perform all obligations make that may exist no further commitments under the contracts. (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts. (7) Evidence of the above transfer has been filed with the Government. (When a change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below.) (8) A certificate dated [insert date], signed by the Secretary of State of [insert name of State], to the effect that the corporate name of EFG Corporation [insert name of transferor] was changed to XYZ Corporation [insert name of transferee] on contract [insert date number], has been filed with the Government. (b) In Consideration of these facts, the Parties agree that by this agreement—(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts. (2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party pursuant to the clause contracts. (3) The Transferee ratifies all previous actions taken by the Transferor with

_____ Title

_____ [insert name of company], By

_____ Title

_____ (CORPORATE SEAL) [insert name of company],
By _____ Title

By _____ CORPORATE SEAL

Section 5 : Appendix 9 - Change of Name Agreement

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 5 : Appendix 9 - Change of Name Agreement

CHANGE OF NAME AGREEMENT

The [*insert new name of company*] (Contractor), a corporation duly organized and existing under the laws of [*insert State*], and the United States of America (Government), enter into this Agreement as of [*insert date*] when the change of name became effective under applicable State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the [*insert name(s) of agency(ies)*], has entered into certain contracts and purchase orders with [*insert original name of company*], namely [*insert contract or purchase order identifications; or delete "namely" and insert "as shown in the attached list marked "Exhibit A"*] and incorporated in this Agreement by reference." The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) [*Insert former name of company*], by an amendment to its certificate of incorporation, dated [*insert date*], has changed its corporate name to [*insert new name of company*].

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that--

(1) The contracts covered by this Agreement are amended by substituting the name [*insert new name of company*] for the name [*insert original name of company*] wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

[Insert new name of company]

By _____

Title _____

Corporate Seal

Certificate

I, [insert name], certify that I am the Secretary of [insert new name of company]; that [insert name], who signed this Agreement for this corporation, was then [insert information] of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this [insert number] day of [insert month] 19[insert year].

By _____

Corporate Seal

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 5 : Appendix - Novation Agreement

NOVATION AGREEMENT

The [insert name of transferor] (Transferor), a corporation duly organized and existing under the laws of [insert state] with its principal office in [insert city here]; the [insert name of transferee] (Transferee), *[if appropriate add "formerly known as the [insert former name]* a corporation duly organized and existing under the laws of [insert state] with its principal office in [insert city here]; and the United States of America (Government) enter into this Agreement as of [insert the date transfer of assets became effective] under applicable State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the [insert name(s) of agency(ies)], has entered into certain contracts with the

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Transferor, namely: [insert contract or purchase order identifications or delete "namely" and insert "as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference."] The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of [insert date], the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a [insert term descriptive of the legal transaction involved between the Transferor and the Transferee.]

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(When a change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below.)

(8) A certificate dated [insert date], signed by the Secretary of State of [insert name of State], to the effect that the corporate name of EFG Corporation [insert name of transferor] was changed to XYZ Corporation [insert name of transferee] on [insert date], has been filed with the Government.

(b) In Consideration of these facts, the Parties agree that by this agreement--

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee--

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA ,

By _____

Title _____

[insert name of company],

By _____

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Title _____

(CORPORATE SEAL)

[insert name of company],

By _____

Title _____

CORPORATE SEAL

CERTIFICATE

I, *[insert name of secretary]*, certify that I am the Secretary of ABC Corporation, that *[insert name]*, who signed this Agreement for this corporation, was then *[insert information]* of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of _____ 19 ____.

By _____

(CORPORATE SEAL)

CERTIFICATE

I, *[insert name]*, certify that I am the Secretary of *[insert name of company]*, that *[insert name]*, who signed this Agreement for this corporation, was then *[insert information]* of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 19 ____.

By _____

CORPORATE SEAL

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Section 5 : Appendix 9 - ~~Change~~Novation of ~~Name~~ Agreement

~~CHANGE~~NOVATION ~~OF NAME~~ AGREEMENT

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The [~~insert new name of company~~Transferor] (~~Contractor~~Transferor), a corporation duly organized and existing under the laws of [~~insert State~~state] with its principal office in [~~insert city here~~; the [~~insert name of transferee~~] (Transferee), [if appropriate add "formerly known as the [~~insert former name~~] a corporation duly organized and existing under the laws of [~~insert state~~] with its principal office in [~~insert city here~~]; and the United States of America (Government); enter into this Agreement as of [~~insert date~~] when the ~~change~~date transfer of ~~name~~assets became effective] under applicable State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the [~~insert name(s) of agency(ies)~~ [~~insert name(s) of agency(ies)~~], has entered into certain contracts ~~and purchase orders~~ with ~~[~~insert original name of the company~~] Transferor~~, namely: [~~insert contract or purchase order identifications~~; or delete "namely" and insert "as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference."] The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made ~~by~~between the Government and the ~~Contractor~~Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the ~~Contractor~~Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). ~~(2) [~~Insert~~ Included former in name~~ the term "the contracts" are also all modifications made under the terms and conditions of ~~company~~ these contracts and purchase orders between the Government and the Transferee, ~~by an amendment to its certificate on or after the effective date~~ of incorporation, this dated Agreement.

(2) As of [~~insert date~~], the Transferor has ~~changed its corporate name~~ transferred to the Transferee to all the assets of the Transferor by virtue of a [~~insert new name~~ term descriptive of company] the legal transaction involved between the Transferor and the Transferee.

(3) ~~This amendment accomplishes a~~ The Transferee has acquired ~~change~~ all the assets of corporate the name Transferor by only virtue and of the above transfer.

(4) The Transferee has assumed all ~~rights~~ obligations and ~~obligations~~ liabilities of the Government Transferor and under the contracts by virtue of the Contractor above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) are unaffected by this It is consistent with ~~change~~ the Government's interest to recognize the Transferee as the successor party to the contracts.

(47) Documentary Evidence of the above transfer has been filed with the ~~evidence~~ Government.

(When a change of ~~this~~ name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below.)

(8) A certificate dated [insert date], signed by the Secretary of State of [insert name of State], to the effect that the corporate name of EFG Corporation [insert name of transferor] was changed to XYZ Corporation [insert name of transferee] on [insert date], has been filed with the Government.

(b) In ~~consideration~~ Consideration of these facts, the ~~parties~~ Parties agree that by this agreement-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. ~~covered~~ The Transferee by this Agreement ~~are~~ becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be ~~amended~~ construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by ~~substituting~~ the Government to the ~~name~~ Transferor, ~~[insert and new all name]~~ other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of ~~company~~ the ~~for~~ Government's obligations under the ~~name~~ contracts. ~~[insert All original payments and reimbursements made by the Government after the date of this Agreement in the name of company]~~ or ~~wherever to it~~ the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise ~~appears~~ give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee--

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(29) The contracts shall remain in full force and effect, except as modified by this Agreement.

Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

-By

Title

United *[insert State name of America company]*,

By _____

Title _____

(CORPORATE SEAL)

[Insert new insert name of company].

By-_____

Title _____

Corporate Seal *CORPORATE SEAL*

Certificate

CERTIFICATE

I, *[insert name of secretary]*-, certify that I am the Secretary of *[insert new name of ABC company]; Corporation,* that *[insert name]*, who signed this Agreement for this corporation, was then *[insert information]* of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this *day of* *19*.

By

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(CORPORATE SEAL)

CERTIFICATE

I, [insert ~~number~~name], ~~day~~certify that I am the Secretary of [insert ~~month~~name of company],
19that [insert ~~year~~name], who signed this Agreement for this corporation, was then [insert
information] of this corporation; and that this Agreement was duly signed for and on behalf of
this corporation by authority of its governing body and within the scope of its corporate
powers. Witness my hand and the seal of this corporation this day of
19.

By _____

Corporate

CORPORATE SealSEAL

-

Section 6 : Appendix 10 - Guide for Creating and Maintaining Contract Administration
Files

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 6 : Appendix 10 - Guide for Creating and Maintaining Contract Administration
Files

The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained files allow contracting personnel to quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

1. Establishing Contract Administration Files (or Basic Contract Files).

Contract File folders should be used for all files related to the contract. Labels on folders should be typed so they can be easily read and should include the contract number and title of contents (e.g., Basic Contract Folder, Modification Folder, Voucher/Invoice Folder). The Basic Contract File should include the documents listed in the subparagraphs below. Documents should be placed in the folder(s) in the order listed in the "Contract Organization and File Content List" (see Procurement Forms in FAST) and separated by marked tabs or in separate folders. The

"Contract Organization and File Content List" should be annotated with the contractor's mailing address and fax number, contractor's point of contact and telephone numbers, Contracting Officer's Technical Representative (COTR) name and telephone number, and Quality Reliability Officer (QRO) name and telephone number.

a. Basic Contract Documents. A copy of the table of contents should be included in each folder of the Basic Contract File. (Some contracts are large enough to require more than one folder.)

1. Original Signed Contract - Sections A thru J.
2. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed.
3. Requisition or procurement request (PR) and appropriate automated procurement system award form.
4. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda.
5. Any other applicable documents listed in the Contract Organization and File Content List.

b. Contract Data Requirements List (CDRL) Folder. Copies of documents delivered under CDRLs should be filed in the order received, with each version separated by tabs.

c. Voucher/Invoice Folder. Each voucher/invoice should be filed with its signed voucher/invoice approval certification and record of payment. Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.

d. Working Copy of the Contract. A working copy of the contract should be maintained electronically and in hard copy in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification is issued. To facilitate this process, all modifications should be issued with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font).

e. Other Contract Folders. Folders should be created for the following contract documentation, as applicable:

1. Incoming Correspondence;
2. Outgoing Correspondence;
3. Subcontracts;
4. Government Furnished Property/Information;
5. Memoranda to the File;
6. Program Management Reviews/Progress /Status Reports;
7. Quality Reliability Officer (QRO) Reports;
8. Contractor and Industrial Security; and
9. Modifications.

2. Processing Vouchers/Invoices.

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a. *Financial Spreadsheet.* A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract.

b. *Processing Vouchers/Invoices.*

1. Review each voucher/invoice for errors;
2. Record costs and fees separately in spreadsheets;
3. Forward voucher/invoice to COTR or FAA Program Office designee for review and acceptance in PRISM, noting date sent to COTR/designee;
4. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release;
5. Upon confirmation of acceptance in PRISM by COTR/designee, authorize payment of invoice;
6. Make a copy of approval certification and invoice;
7. Place in voucher/invoice folder;
8. Any disallowances must be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
9. Confirm payment was made; and
10. Conduct periodic reviews of payments with Accounts Payable.

3. Correspondence

a. *Processing Incoming Correspondence.*

1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
2. Incoming correspondence by serial number, CDRL number or reference, subject, and date.
3. Review the correspondence and take action as required. If the correspondence requires COTR review and/or action, be sure to give the COTR a suspense date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File."
4. If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in paragraph (3)(b), below.

b. *Processing Outgoing Correspondence.*

1. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each folder. Completed log sheets can be filed in hand-written form; however, if the information is typed in a Microsoft Word document, the log can be searched electronically.
2. Log all outgoing correspondence using the next available serial number, entering CDRL number or reference, subject, and date. (Note: to make outgoing correspondence easier to track, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.)
3. When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence directory to create and store electronic copies of correspondence. The serial number from the outgoing correspondence log should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference.
4. The file copy of letters to the contractor should be filed in the outgoing correspondence folder with relevant documents.

4. Processing Modifications to the Basic Contract

a. Preparing the Modification.

Each modification should include an SF-30 or appropriate automated procurement system modification form to meet the requirements of the specific modification. If an SF-30 is used to award the modification, the file must also contain the automated procurement system modification form.

1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
2. A preamble summarizing all changes included in the modification.
3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the SF-30 and automated procurement system modification form.
5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.

b. Distributing the Modification. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.

c. Filing the Modification. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder. Copies of the modified/changed contract pages should be filed in the working copy of the contract. The electronic version of the working contract should be updated to include the changed pages.

1. Signed SF-30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
2. Requisition or PR.
3. Distribution Sheet.
4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

d. Other Actions Related to Modifications:

1. Update or create appropriate financial spreadsheets (described in paragraph 2.a); and
2. Create a Modification Summary Table. This document provides a quick reference documenting by modification number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

5. Preparing Memoranda to the File.

Typed or hand-written notes should be prepared to document telephone calls and meetings, and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

6. Maintaining the Subcontract File.

If applicable, ensure that the contract has an approved Subcontracting Plan that has been incorporated into the contract by reference and has been made an attachment to the basic contract. File copies of all subcontracting documentation in the Subcontract File. Ensure that the contractor submits the required subcontracting information to the Electronic Subcontracting Reporting System (eSRS) electronically in accordance with AMS clause 3.6.1-4 "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010).

7. Processing CDRLs

a. Submission and Review of CDRLs. The contractor should submit CDRLs in hard copy or electronically in accordance with the contract (Block 15 of CDRL). Procedures should be established to ensure that all CDRLs are reviewed by the CO and responsible program/technical representatives and that comments are provided to the CO in a timely manner. Most CDRLs have a time limit for Government review and response. The document transmitting comments to the CO should be filed so it can be used to support COTR/technical review.

b. Processing Comments and Changes to and Approving CDRLs. CDRL discrepancy forms should be developed to transmit comments to the contractor. Comments regarding CDRLs and approval of CDRLs should be transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter should include re-submittal requirements if applicable. The transmittal letter should be filed in the outgoing correspondence folder. Changes to CDRLs,

including extensions to submission or review dates, should include adequate consideration. These revisions must be documented in a contract modification establishing the new terms.

c. Tracking CDRLs. The CO should create a tracking system to manage submission of all CDRLs.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 6 : Appendix - Change of Name Agreement

CHANGE OF NAME AGREEMENT

The [*insert new name of company*] (Contractor), a corporation duly organized and existing under the laws of [*insert State*], and the United States of America (Government), enter into this Agreement as of [*insert date*] when the change of name became effective under applicable State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the [*insert name(s) of agency(ies)*], has entered into certain contracts and purchase orders with [*insert original name of company*], namely [*insert contract or purchase order identifications; or delete "namely" and insert "as shown in the attached list marked "Exhibit A"*] and incorporated in this Agreement by reference." The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) [*Insert former name of company*], by an amendment to its certificate of incorporation, dated [*insert date*], has changed its corporate name to [*insert new name of company*].

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that--

(1) The contracts covered by this Agreement are amended by substituting the name [*insert new name of company*] for the name [*insert original name of company*] wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America ,

By _____

Title _____

[Insert new name of company]

By _____

Title _____

Corporate Seal

Certificate

I, [insert name] , certify that I am the Secretary of [insert new name of company]; that [insert name], who signed this Agreement for this corporation, was then [insert information] of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this [insert number] day of [insert month] 19[insert year].

By _____

Corporate Seal

Red Line Content: Procurement Guidance:

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Appendices

Section 6 : Appendix 10 - ~~Guide for Creating and~~Change of Name Agreement Maintaining Contract Administration Files The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained files allow contracting personnel to

~~quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide~~

enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

1. Establishing Contract

CHANGE Administration Files OF NAME (or Basic Contract Files) AGREEMENT

Contract File folders should be used for all files related to the contract. Labels on folders should be typed so they can be easily read and should include the contract number and title of contents (e.g., Basic Contract Folder, Modification Folder, Voucher/Invoice Folder). The Basic Contract File should include the documents listed in the subparagraphs below. Documents should be placed in the folder(s) in the order listed in the "Contract insert Organization and new name File Content of List "company]" (see Procurement Forms in FAST Contractor) and separated by marked tabs or in separate folders. a The corporation "Contract duly Organization organized and File Content List" should be annotated existing with under the contractor's mailing address laws and of fax insert number State, contractor's point of contact and telephone numbers, the Contracting United Officer's States Technical Representative of America (COTR Government) name and telephone number, and Quality Reliability Officer enter (QRO) into name and telephone this Agreement as number. a of [Basic Contract insert Documents date]. A copy of when the table of contents should be included in each folder change of the Basic Contract File. (Some contracts are large enough name to require more than one folder became effective under applicable State law.)

Original Signed Contract—Sections A thru J. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed. Requisition or procurement request

(PRa) and appropriate automated procurement system award form. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda. Any other applicable The documents listed in parties agree to the Contract Organization and File Content following List. facts:

b. Contract Data Requirements List (CDRL 1) Folder. Copies of documents delivered under CDRLs should be filed in the order The received Government, with each version separated represented by tabs. c. Voucher/Invoice Folder. Each voucher/invoice should be filed with its signed voucher/invoice approval various certification and Contracting record Officers of payment. Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below. d. [Working insert Copy name(s) of the Contract agency(ies)]. A working copy of the 1 contract should be maintained electronically has entered into certain contracts and in hard copy in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification purchase is issued. To facilitate this process, all modifications should be issued orders with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font). e. [Other Contract Folders. Folders should be created for insert the following contract original name of documentation company], as applicable: Incoming Correspondence;

Outgoing Correspondence; Subcontracts; Government Furnished Property/Information; Memoranda to the File; Program Management Reviews/Progress /Status Reports; Quality Reliability Officer (QRO) Reports; Contractor and Industrial Security; and Modifications. 2. Processing Vouchers/Invoices. a. namely [Financial Spreadsheet. A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of insert contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task purchase order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract. b. Processing Vouchers/Invoices. Review each voucher/invoice for errors; Record costs and fees separately in spreadsheets; identifications; Forward voucher/invoice to COTR or FAA Program Office designee for review and acceptance in PRISM, noting date sent to COTR/designee; Set up delete "Voucher Suspense Desk File namely" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release; Upon confirmation of acceptance in PRISM insert by COTR/designee, authorize payment of invoice; Make a copy of approval certification and "as invoice; Places shown in voucher/invoice folder; Any disallowances must be noted with a memo to the file explaining the deduction and/or rejection and steps taken attached to notify list the marked contractor. "Exhibit A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice; Confirm payment was made; and Conduct periodic reviews of payments with Accounts Payable. 3. Correspondence a. Processing Incoming Correspondence. Create an incoming correspondence log sheet. As correspondence is received, it should be "]" annotated in the log and filed incorporated in the this incoming correspondence folder Agreement by reference. Completed log sheets should " be filed The on term "the right side of each folder on top of incoming correspondence. Completed log sheets can contracts," be filed as used in hand-written form; this however Agreement, if means the information is typed above in an electronic document, contracts the log can be searched and purchase orders and all electronically. Incoming other correspondence by serial number contracts and purchase orders, CDRL number or including reference, all subject modifications, and made date. Review by the correspondence Government and take action as required. If the correspondence requires COTR review and/or action, be sure to Contractor give before the COTR a suspense effective date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File." If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in this paragraph Agreement (3)(b), below. b. Processing Outgoing Correspondence. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each whether folder. or Completed log sheets can be filed in not performance and payment have been completed hand-written and form; releases however, executed if the information is typed in a Microsoft Word document, the log can be searched electronically. Log all outgoing correspondence Government using or the next available serial number, entering CDRL Contractor number or has any reference, remaining subject rights, and date. (Note: to make outgoing correspondence easier to track duties, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.) When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence obligations directory to create under these contracts and store electronic copies of correspondence. The serial number from the outgoing correspondence log

should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference. The file copy of letters to the contractor should be filed in the outgoing correspondence folder purchase with relevant documents. 4 orders).
Processing Modifications to the Basic Contract

a. (2) [Preparing the Insert Modification. Each modification should include an SF 30 or appropriate automated procurement system modification form former to meet the requirements name of the specific modification. company]. If by an SF 30 is amendment used to award the modification, the file must also contain the automated procurement system modification form. A modification summary, each its page certificate of which should be annotated with the contract, requisition, modification incorporation, and page numbers. The modification summary should include: A preamble summarizing all changes included in the modification. A section dated by insert section date, detailed description of the has changed or modified parts of the contract. This description its should include corporate name from/to statements insert to explain the new name of change company.

If funds are involved, Section

(3) G is always modified to show the new CLIN This amendment accomplishes a change of corporate name only and appropriation all data rights and amount as well as the obligations affect of the modification has on total contract value. This amount Government should match and of the amount Contractor on under the SF 30 and contracts automated procurement system modification form are unaffected by this change.

Contract change pages

(with changes highlighted 4) for the working Documentary copy evidence of the this contract. change The modification number should be printed in of corporate name has been filed with the top left corner of each modified page Government.

(b. Distributing the Modification. Prepare a Distribution Sheet to document) proper distribution In consideration of the modification. Annotate the Distribution these Sheet with facts, the date distribution parties was agree made that--

e. Filing the Modification. (1) The modification file should include contracts the documents listed in the subparagraphs covered by this Agreement are amended below. by If substituting the modification is large enough to be filed in its own folder, it is helpful to name include insert a table new name of contents company listing for the modification and all other supporting documents included in name the insert folder. original Copies name of the modified/changed contract pages company should be filed wherever it appears in the working copy of the contract. The electronic version of the working contract should be updated to include the changed contracts; pages. and

Signed SF 30 and automated procurement system modification form, the modification, and any associated documents

~~document transmitting comments to the CO should be filed so it can be used~~seal to support ~~of~~
~~this~~ COTR/technical~~corporation~~ review. b. ~~this~~ [Processing Comments~~insert and Changes to and~~
~~Approving CDRLs~~number. CDRL ~~] discrepancy~~day forms should be developed to transmit
comments to the contractor. Comments regarding CDRLs and approval of CDRLs should be
transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter
should include re-submittal requirements if applicable. The transmittal letter should be filed in
the outgoing correspondence folder. Changes to CDRLs, including extensions to submission or
review dates, should include adequate consideration. These revisions must be documented in a
contract modification establishing the new [insert terms. e. month] 19[Tracking CDRLs~~insert~~
~~year~~. The CO should create a tracking system to manage submission of].

By all _____

Corporate CDRLs. Seal

-

Section 7 : Appendix 11 - Contract File Completion Statement

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 7 : Appendix 11 - Contract File Completion Statement

CONTRACT FILE COMPLETION STATEMENT

Contract Administration Office (If different from the Contracting Office):

Name: _____

Address: _____

Contracting Office Name: _____

Address: _____

Contract No. _____

Last Modification No. _____

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Last Call or Order No. _____

Contractor's Name: _____

Address: _____

Dollar Amount of Excess Funds (if any): _____

Voucher Number and Date, if Final Payment has been made:

Voucher No.: _____ Date: _____

Invoice No. and date, if final approved invoice forwarded to disbursing office or other agency/activity

Voucher No.: _____ Date: _____

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 7 : Appendix - Guide for Creating and Maintaining Contract Administration Files

The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained files allow contracting personnel to quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

1. Establishing Contract Administration Files (or Basic Contract Files).

Contract File folders should be used for all files related to the contract. Labels on folders should be typed so they can be easily read and should include the contract number and title of contents (e.g., Basic Contract Folder, Modification Folder, Voucher/Invoice Folder). The Basic Contract File should include the documents listed in the subparagraphs below. Documents should be placed in the folder(s) in the order listed in the "Contract Organization and File Content List" (see Procurement Forms in FAST) and separated by marked tabs or in separate folders. The "Contract Organization and File Content List" should be annotated with the contractor's mailing

address and fax number, contractor's point of contact and telephone numbers, Contracting Officer's Technical Representative (COTR) name and telephone number, and Quality Reliability Officer (QRO) name and telephone number.

a. Basic Contract Documents. A copy of the table of contents should be included in each folder of the Basic Contract File. (Some contracts are large enough to require more than one folder.)

1. Original Signed Contract - Sections A thru J.
2. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed.
3. Requisition or procurement request (PR) and appropriate automated procurement system award form.
4. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda.
5. Any other applicable documents listed in the Contract Organization and File Content List.

b. Contract Data Requirements List (CDRL) Folder. Copies of documents delivered under CDRLs should be filed in the order received, with each version separated by tabs.

c. Voucher/Invoice Folder. Each voucher/invoice should be filed with its signed voucher/invoice approval certification and record of payment. Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.

d. Working Copy of the Contract. A working copy of the contract should be maintained electronically and in hard copy in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification is issued. To facilitate this process, all modifications should be issued with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font).

e. Other Contract Folders. Folders should be created for the following contract documentation, as applicable:

1. Incoming Correspondence;
2. Outgoing Correspondence;
3. Subcontracts;
4. Government Furnished Property/Information;
5. Memoranda to the File;
6. Program Management Reviews/Progress /Status Reports;
7. Quality Reliability Officer (QRO) Reports;
8. Contractor and Industrial Security; and
9. Modifications.

2. Processing Vouchers/Invoices.

a. *Financial Spreadsheet.* A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract.

b. *Processing Vouchers/Invoices.*

1. Review each voucher/invoice for errors;
2. Record costs and fees separately in spreadsheets;
3. Forward voucher/invoice to COTR or FAA Program Office designee for review and acceptance in PRISM, noting date sent to COTR/designee;
4. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release;
5. Upon confirmation of acceptance in PRISM by COTR/designee, authorize payment of invoice;
6. Make a copy of approval certification and invoice;
7. Place in voucher/invoice folder;
8. Any disallowances must be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
9. Confirm payment was made; and
10. Conduct periodic reviews of payments with Accounts Payable.

3. Correspondence

a. *Processing Incoming Correspondence.*

1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
2. Incoming correspondence by serial number, CDRL number or reference, subject, and date.
3. Review the correspondence and take action as required. If the correspondence requires COTR review and/or action, be sure to give the COTR a suspense date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File."
4. If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in paragraph (3)(b), below.

b. *Processing Outgoing Correspondence.*

1. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each folder. Completed log sheets can be filed in hand-written form; however, if the information is typed in a Microsoft Word document, the log can be searched electronically.
2. Log all outgoing correspondence using the next available serial number, entering CDRL number or reference, subject, and date. (Note: to make outgoing correspondence easier to track, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.)
3. When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence directory to create and store electronic copies of correspondence. The serial number from the outgoing correspondence log should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference.
4. The file copy of letters to the contractor should be filed in the outgoing correspondence folder with relevant documents.

4. Processing Modifications to the Basic Contract

a. Preparing the Modification.

Each modification should include an SF-30 or appropriate automated procurement system modification form to meet the requirements of the specific modification. If an SF-30 is used to award the modification, the file must also contain the automated procurement system modification form.

1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
2. A preamble summarizing all changes included in the modification.
3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the SF-30 and automated procurement system modification form.
5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.

b. Distributing the Modification. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.

c. Filing the Modification. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder. Copies of the modified/changed contract pages should be filed in the working copy of the contract. The electronic version of the working contract should be updated to include the changed pages.

1. Signed SF-30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
2. Requisition or PR.
3. Distribution Sheet.
4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

d. Other Actions Related to Modifications:

1. Update or create appropriate financial spreadsheets (described in paragraph 2.a); and
2. Create a Modification Summary Table. This document provides a quick reference documenting by modification number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

5. Preparing Memoranda to the File.

Typed or hand-written notes should be prepared to document telephone calls and meetings, and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

6. Maintaining the Subcontract File.

If applicable, ensure that the contract has an approved Subcontracting Plan that has been incorporated into the contract by reference and has been made an attachment to the basic contract. File copies of all subcontracting documentation in the Subcontract File. Ensure that the contractor submits the required subcontracting information to the Electronic Subcontracting Reporting System (eSRS) electronically in accordance with AMS clause 3.6.1-4 "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010).

7. Processing CDRLs

a. Submission and Review of CDRLs. The contractor should submit CDRLs in hard copy or electronically in accordance with the contract (Block 15 of CDRL). Procedures should be established to ensure that all CDRLs are reviewed by the CO and responsible program/technical representatives and that comments are provided to the CO in a timely manner. Most CDRLs have a time limit for Government review and response. The document transmitting comments to the CO should be filed so it can be used to support COTR/technical review.

b. Processing Comments and Changes to and Approving CDRLs. CDRL discrepancy forms should be developed to transmit comments to the contractor. Comments regarding CDRLs and approval of CDRLs should be transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter should include re-submittal requirements if applicable. The transmittal letter should be filed in the outgoing correspondence folder. Changes to CDRLs,

including extensions to submission or review dates, should include adequate consideration. These revisions must be documented in a contract modification establishing the new terms.

c. Tracking CDRLs. The CO should create a tracking system to manage submission of all CDRLs.

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 7 : Appendix 11- Guide for Creating and Maintaining Contract File Administration Files Completion Statement CONTRACT

The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained FILE COMPLETION files allow STATEMENT contracting personnel to quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

1. Establishing Contract Administration Office Files (If for different Basic from Contract Files).

Contract File folders should be used for all files related to the contract. Labels on folders should be typed so they can be easily read and should include the contract number and title of contents (e.g., Basic Contract Folder, Modification Folder, Voucher/Invoice Folder). The Basic Contract File should include the documents listed in the subparagraphs below. Documents should be placed in the folder(s) in the order listed in the "Contract Organization and File Content List" (see Procurement Forms in FAST) and separated by marked tabs or in separate folders. The "Contract Organization and File Content List" should be annotated with the contractor's mailing address and fax number, contractor's point of contact and telephone numbers, Contracting Office Officer's Technical Representative (COTR) name and telephone number, and Quality Reliability Officer (QRO) name and telephone number.

Name: a. Basic Contract Documents. A copy of the table of contents should be included in each folder of the Basic Contract File. (Some contracts are large enough to require more than one folder.)

- 1. Original Signed Contract - Sections A thru J.*
- 2. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed.)*
- 3. Requisition or procurement request (PR) and appropriate automated procurement system award form.*

4. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda.
5. Any other applicable documents listed in the Contract Organization and File Content List.

b. Contract Data Requirements List (CDRL) Folder. Copies of documents delivered under CDRLs _____ should be filed in the order received, with each version separated by tabs.

~~Address:~~ c. Voucher/Invoice Folder. Each voucher/invoice should be filed with its signed voucher/invoice approval certification and record of payment. Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.

d. Working Copy of the Contract. A working copy of the contract should be maintained electronically and in hard copy _____ in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification is issued. To facilitate this process, all modifications should be issued with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font).

e. Other Contract Folders. Folders should be created for the following contract documentation, as applicable:

1. Incoming Correspondence;
2. Outgoing Correspondence;
3. Subcontracts;
4. Government Furnished Property/Information;
5. Memoranda to the File;
6. Program Management Reviews/Progress /Status Reports;
7. Quality Reliability Officer (ORO) Reports;
8. Contractor and Industrial Security; and
9. Modifications.

2. Processing Vouchers/Invoices.

~~Contracting~~ a. Financial Spreadsheet. A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract.

b. Processing Vouchers/Invoices.

1. Review each voucher/invoice for errors;
2. Record costs and fees separately in spreadsheets;
3. Forward voucher/invoice to COTR or FAA Program Office Name:designee for review and acceptance in PRISM, noting date _____ sent to COTR/designee;
4. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release;
5. Upon confirmation of acceptance in PRISM by COTR/designee, authorize payment of invoice;
6. Make a copy of approval certification and invoice;
7. Place in voucher/invoice folder;
8. Any disallowances must be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
9. Confirm payment was made; and
10. Conduct periodic reviews of payments with Accounts Payable.

3. Correspondence

a. Processing Incoming Correspondence.

1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
2. Incoming correspondence by serial number, CDRL number or reference, subject, and date.
3. Review the correspondence and take action as required. If the correspondence requires COTR review and/or action, be sure to give the COTR a suspense date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File."
4. If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in paragraph (3)(b), below.

Address: b. _____

Processing Outgoing Correspondence.

1. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each folder. Completed log sheets can be filed in hand-written form; however, if the information is typed in a Microsoft Word document, the log can be searched electronically.

2. Log all outgoing correspondence using the next available serial number, entering CDRL number or reference, subject, and date. (Note: to make outgoing correspondence easier to track, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.)
3. When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence directory to create and store electronic copies of correspondence. The serial number from the outgoing correspondence log should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference.
4. The file copy of letters to the contractor should be filed in the outgoing correspondence folder with relevant documents.

~~Contract~~ 4. Processing Modifications to the Basic No.
Contract

~~Last~~ a. Preparing the Modification.

Each modification should include an SF-30 or appropriate automated No procurement system modification form to meet the requirements of the specific modification.

Last Call or Order No.
If an SF-30 is used to award the modification, the file must also contain the automated procurement system modification form.

1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
2. A preamble summarizing all changes included in the modification.
3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the SF-30 and automated procurement system modification form.
5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.

b. Distributing the Modification. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.

~~Contractor's~~ Name: Filing the Modification. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder.
Copies of the modified/changed contract pages should be filed in the working copy of the

contract. The electronic version of the working contract should be updated to include the changed pages.

1. Signed SF-30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
2. Requisition or PR.
3. Distribution Sheet.
4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

d. Other Actions Related to Modifications:

1. Update _____ Dollar or Amount of Excess Funds create appropriate financial spreadsheets (if described any in paragraph 2.a); and
2. Create a Modification Summary Table. This document provides a quick reference documenting by modification _____ number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

5. Preparing Memoranda to the File.

Voucher Typed or hand-written Number notes should be prepared to document telephone calls and Date meetings, if and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

6. Maintaining Final the Subcontract File.

If applicable, ensure that the contract has an approved Payment Subcontracting Plan that has been incorporated into the contract by reference and has been made: an attachment to the basic contract. File copies of all subcontracting documentation in the Subcontract File. Ensure that the contractor submits the required subcontracting information to the Electronic Subcontracting Reporting System (eSRS) electronically in accordance with AMS clause 3.6.1-4 "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010).

Voucher 7. Processing No CDRLs

a. ÷ _____ Submission Date: and Review of CDRLs. The contractor should submit CDRLs in hard copy or electronically in accordance with the contract (Block 15 of CDRL). Procedures should be established to ensure that all CDRLs are reviewed by the CO and responsible program/technical representatives and that comments are provided to the CO in a timely manner. Most CDRLs have a _____ time limit for Government review

and response. The document transmitting comments to the CO should be filed so it can be used to support COTR/technical review.

~~Invoice~~b. Processing Comments and Changes to and Approving CDRLs. CDRL discrepancy forms should be developed to transmit comments to the ~~No~~contractor. Comments regarding CDRLs and ~~date~~approval of CDRLs should be transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter should include re-submittal requirements if ~~final~~applicable. ~~approved~~The ~~invoice~~transmittal letter should be filed ~~forwarded~~in the outgoing correspondence folder. Changes to ~~disbursing~~CDRLs, including extensions ~~office~~to submission or ~~other~~review agency/activity dates, should include adequate consideration. These revisions must be documented in a contract modification establishing the new terms.

~~Voucher~~c. Tracking ~~No~~CDRLs.∴ _____The ~~Date~~:CO _____
_____should
create a tracking system to manage submission of all CDRLs.

-

Section 8 : Appendix 12- Memo to FAA COTR Terminating Contractor Accounts on FAA Systems

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 8 : Appendix 12- Memo to FAA COTR Terminating Contractor Accounts on FAA Systems

MEMO TO FAA COTR

TERMINATING CONTRACTOR ACCOUNTS ON FAA SYSTEMS

DATE:

TO: FAA Contracting Officer's Technical Representative

FROM: *Contracting Officer Name*, Contracting Officer

SUBJECT: Terminating FAA System Accounts of Contractors under FAA Contract

Contract #: DTFAXX-XX-C-XXXXXX

In accordance with contract closeout procedures, all contractor and subcontractor personnel accounts on FAA systems, applications, and databases that are/were used in support of subject contract, program/project or operations must be terminated.

Please advise the user (systems) administrators of identified FAA systems, applications and/or databases to terminate the accounts of subject contract and subcontract employees, block future access, and provide written confirmation that the actions have been completed.

Once the actions above have been completed, please sign below and return to the undersigned as soon as convenient, but not more than 30 days after receipt.

Your help in expeditiously closing out this contract is greatly appreciated. If you have any questions regarding this matter, please contact the undersigned Contracting Officer at (XXX) XXX-XXXX.

Sincerely,

The user administrators of FAA systems, applications, and databases (as listed below) have verified that accounts accessed by contractor and subcontractor personnel in support of subject contract, program/project, or operations have been terminated.

Contract COTR

Date

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 8 : Appendix - Contract File Completion Statement

CONTRACT FILE COMPLETION STATEMENT

Contract Administration Office (If different from the Contracting Office):

Name: _____

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Address: _____

Contracting Office Name: _____

Address: _____

Contract No. _____

Last Modification No. _____

Last Call or Order No. _____

Contractor's Name: _____

Address: _____

Dollar Amount of Excess Funds (if any): _____

Voucher Number and Date, if Final Payment has been made:

Voucher No.: _____ Date: _____

Invoice No. and date, if final approved invoice forwarded to disbursing office or other agency/activity

Voucher No.: _____ Date: _____

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 8 : Appendix 12- ~~Memo to FAA COTR~~*Contract File Completion Statement*
~~Terminating Contractor Accounts on FAA Systems~~

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~~MEMO~~CONTRACT TO FAAFILE COMPLETION ~~COTR~~STATEMENT

TERMINATING

Contract Administration Office (If ~~CONTRACTOR ACCOUNTS ON FAA~~different from the
Contracting ~~SYSTEMS~~Office):

-

Name: _____

~~DATE~~Address: _____

TO: _____

-FAA

Contracting ~~Officer's~~Office TechnicalName:
Representative _____

FROMAddress: _____ Contracting Officer Name; _____

Contract ContractingNo. Officer _____

SUBJECT: _____ TerminatingLast FAAModification SystemNo.
Accounts _____

Last of Contractors underCall or Order FAANo.
Contract _____

Contractor & #1608217; ~~Contracts~~ #Name: DTFAXX XX C-
XXXXX _____

In accordance with contract closeout procedures, all contractor and subcontractor personnel
accounts on FAA systems, applications, and databases that are/were used in support of subject
contract, program/project or operations must be Address:
terminated. _____

Please advise the user (systems) administrators of identified FAA systems, applications and/or
databases to terminate the _____

~~Dollar accounts Amount of subject contract and subcontract employees, block future access, and provide written confirmation that Excess the actions Funds have (if been any): completed. _____~~

~~Once the actions above have been completed, Voucher please Number sign below and return to the undersigned as soon as convenient Date, but not more than if Final Payment has 30 days after been receipt. made:~~

~~Your help in expeditiously closing out this Voucher contract is greatly appreciated No. If you have any questions regarding this matter, please contact the undersigned Contracting Officer: at _____ (XXX) Date: XXX-XXXX. Sincerely, _____~~

~~The user administrators Invoice of FAA systems, applications, No, and databases (as listed below) have verified that accounts accessed date, by contractor and subcontractor personnel in support of subject if final approved invoice forwarded to disbursing office or contract, other program agency/project, or activity~~

~~Voucher operations No. have _____ been Date: terminated. _____~~

Contract COTR _____

Date

Section 9 : Appendix 13 - Common Authorities for Modifications

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

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Section 9 : Appendix 13 - Common Authorities for Modifications

As described in AMS Procurement Guidance T3.10.1, contract terms may be modified by the Contracting Officer (CO) when in the best interest of FAA. Modifications can either be bilateral or unilateral:

1. Bilateral modification: a contract modification jointly agreed to by the CO and contractor.
2. Unilateral modification: a contract modification made by the CO that does not require concurrence by the contractor.

To issue a modification, the CO must have the authority to do so. The basis for the authority to modify a contract may be an AMS clause incorporated into a contract, a law or statute, or simply the terms and conditions of the contract.

The tables below provide varying actions that support a contract modification. The actions covered include change orders, administrative changes, supplemental agreements, and other actions that support a modification. Each table describes:

1. The type of action;
2. Whether it is a bilateral or unilateral modification; and
3. Reasons and authorities supporting a modification depending on the kind of requirement (i.e. supply, service, or construction) and type of contract (i.e. fixed-price or cost-reimbursement).

Each table also provides guidance into how each factor relates to Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract.

Table 1: Change Orders

Unilateral Modification (SF 30: Change Order (Block 13A), Unilateral (Block 13E))

Reasons for Modification	Authority
Supplies (Fixed-Price) Change to: <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery 	AMS Clause 3.10.1-12, Changes- Fixed-Price
Services (no supplies to be furnished) Change to: <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance 	AMS Clause 3.10.1-12/alt1, Changes-Fixed-Price Alternate I
Services (supplies to be furnished) (Fixed-Price) Change to: <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance • Drawings, Designs, or Specifications 	AMS Clause 3.10.1-12/alt2, Changes-Fixed-Price Alternate II

<ul style="list-style-type: none"> • Method of Shipment or Packing • Place of Delivery 	
A&E or Other Professional Services (Fixed-Price) Change to: <ul style="list-style-type: none"> • General scope 	AMS Clause 3.10.1-12/alt3, Changes-Fixed-Price Alternate III
Transportation Services (Fixed-Price) Change to: <ul style="list-style-type: none"> • Specifications • Work or services • Place of origin • Place of delivery • Tonnage to be shipped • Amount of Government-furnished property 	AMS Clause 3.10.1-12/alt4, Changes-Fixed-Price Alternate IV
R&D (Fixed-Price) Change to: <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Place of Inspection, Delivery, or Acceptance 	AMS Clause 3.10.1-12/alt5, Changes-Fixed-Price Alternate V
Supplies (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery 	AMS Clause 3.10.1-13, Changes- Cost-Reimbursement
Services (no supplies to be furnished) (Cost-Reimbursement) Change to: <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance 	AMS Clause 3.10.1-13/alt1, Changes- Cost-Reimbursement Alternate I
Services (supplies to be furnished) (Cost-Reimbursement)	AMS Clause 3.10.1-13/alt2, Changes- Cost-Reimbursement Alternate II

<p>Change to:</p> <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery 	
<p>Construction (Cost-Reimbursement)</p> <p>Change to:</p> <ul style="list-style-type: none"> • Plans and Specifications or Instructions 	AMS Clause 3.10.1-13/alt3, Changes- Cost-Reimbursement Alternate III
<p>Facilities (Cost-Reimbursement)</p> <p>Change to:</p> <ul style="list-style-type: none"> • General Scope 	AMS Clause 3.10.1-13/alt4, Changes- Cost-Reimbursement Alternate IV
<p>R&D (Cost-Reimbursement)</p> <p>Change to:</p> <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Place of Inspection, Delivery, or Acceptance 	AMS Clause 3.10.1-13/alt5, Changes- Cost-Reimbursement Alternate V
<p>Time and Materials or Labor Hours</p> <p>Change to:</p> <ul style="list-style-type: none"> • Description of Services • Time of Performance • Place of Performance • Drawings, Designs, or Specifications • Method of Shipment or Packing • Place of Delivery • Amount of Government Furnished Property 	AMS Clause 3.10.1-14, Changes- Time and Materials or Labor Hours
<p>Construction, Dismantling, Demolition, or Removal of Improvements</p> <p>Change to:</p> <ul style="list-style-type: none"> • Drawings, Designs, or Specifications • Method or Manner of Performance • Government-Furnished Facilities, 	AMS Clause 3.10.1-15, Changes- Construction, Dismantling, Demolition, or Removal of Improvements

Equipment, Materials, Services, or Site	
<ul style="list-style-type: none"> Accelerate the Performance of the Work 	
Construction (Changed Conditions)	AMS Clause 3.10.1-16, Changes and Changed Conditions
Change to:	
<ul style="list-style-type: none"> Drawings or Specification within the Scope of the Contract 	

Table 2: Administrative Changes

Unilateral Modification (SF 30: Administrative Change (Block 13B), Unilateral (Block 13E))

Reasons for Modification	Authority
Accounting Code Change	AMS Procurement Guidance T3.10.1
COTR Change	AMS Procurement Guidance T3.10.1
Change-of-Name Agreement	AMS Procurement Guidance T3.10.1

Table 3: Supplemental Agreements

Bilateral Modifications (SF 30: Supplemental Agreement (Block 13C), Bilateral (Block 13E))

Reasons for Modification	Authority
Negotiated Price or Other Adjustment Resulting from Changes Clause (Increase or Decrease)	Reference Applicable Changes Clause
Change in Term or Conditions or Order	Reference Applicable Changes Clause
Adjustments to Wage Determinations and collective bargaining agreements	AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act-- Price Adjustment (Multiple Year and Option Contracts)
Novation Agreement and Change-of-Name	AMS Procurement Guidance T3.10.1 & AMS Clause 3.10.1-25, Novation and Change-of-Name Agreements
Settlement of Agreement Under the Disputes Clause	AMS Clause 3.9.1-1, Contract Disputes
Assignment of Claims	AMS Clause 3.3.1-15, Assignment of Claims
Extension of Delivery Date of Performance Period	Reference Applicable Changes Clause

Table 4: Other

Unilateral Modifications (SF 30: Other (Block 13D), Unilateral (Block 13E))

Reasons for Modification	Authority
Option for Increased Quantity (Specific Line Item)	AMS Clause 3.2.4-32, Option for Increased Quantity

Option for Increased Quantity (Separately Priced Line Item)	AMS Clause 3.2.4-33, Option for Increased Quantity- Separately Priced Line Item
Option to Extend Services	AMS Clause 3.2.4-34, Option to Extend Services
Option to Extend the Term of the Contract	AMS Clause 3.2.4-35, Option to Extend the Term of the Contract
Termination for Convenience of the Government (Fixed-Price)	AMS Clause 3.10.6-1, Termination for Convenience of the Government (Fixed-Price)
Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	AMS Clause 3.10.6-2, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)
Termination (Cost-Reimbursement)	AMS Clause 3.10.6-3, Termination (Cost-Reimbursement)
Termination (Cost-Reimbursement) (Construction)	AMS Clause 3.10.6-3/alt1, Termination (Cost-Reimbursement) Alternate I
Termination (Cost-Reimbursement) (Contracts with Agencies of the Federal Government, or state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt2, Termination (Cost-Reimbursement) Alternate II
Termination (Cost-Reimbursement) (Construction with agencies of the Federal Government, state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt3, Termination (Cost-Reimbursement) Alternate III
Termination (Cost-Reimbursement) (T&M and LH)	AMS Clause 3.10.6-3/alt4, Termination (Cost-Reimbursement) Alternate IV
Termination (Cost-Reimbursement) (T&M and LH with agencies of the Federal Government, state, local or foreign governments or their agencies)	AMS Clause 3.10.6-3/alt5, Termination (Cost-Reimbursement) Alternate V
Default (Fixed-Price Supply and Service)	AMS Clause 3.10.6-4, Default (Fixed-Price Supply and Service)
Default (Fixed-Price R&D)	AMS Clause 3.10.6-5, Default (Fixed-Price Research and Development)
Default (Fixed-Price Construction)	AMS Clause 3.10.6-6, Default (Fixed Price Construction)
Availability of Funds	AMS Clause 3.3.1-10, Availability of Funds
Availability of Funds for the Next Fiscal Year	AMS Clause 3.3.1-11, Availability of Funds for the Next Fiscal Year
Excusable Delays	AMS Clause 3.10.6-7, Excusable Delays
Government Delay of Work	AMS Clause 3.10.1-11, Government Delay of Work
Government Property	AMS Clause 3.10.3-2, Government Property - Basic Clause
Government Property (Fixed-Price)	AMS Clause 3.10.3-2/alt1, Government Property - Basic Clause Alternate I
Government Property (T&M/LH or Cost Reimbursement)	AMS Clause 3.10.3-2/alt2, Government Property - Basic Clause Alternate II
Government Property Consolidated Facilities	AMS Clause 3.10.3-3, Government Property Consolidated Facilities
Government Property (Facilities Acquisition)	AMS Clause 3.10.3-6, Government Property (Facilities Acquisition)
Government Property (Facilities Use)	AMS Clause 3.10.3-7, Government

	Property - Facilities Use
Government Property (Facilities Use) (Research)	AMS Clause 3.10.3-7/alt1, Government Property (Facilities Use). Alternate I
Suspension of Work	AMS Clause 3.10.1-8, Suspension of Work
Disputes (Continued Performance)	AMS Clause 3.9.1-1, Contract Disputes
Variation in Quantity (Fixed-Price contracts for supplies and services that involve the furnishing of supplies)	AMS Clause 3.2.2.8-2, Variation in Quantity
Variation in Estimated Quantities (Fixed-Price Construction)	AMS Clause 3.2.2.8-4, Variation in Estimated Quantities

Table 5: Other

Bilateral Modifications (SF 30: Other (Block 13D), Bilateral (Block 13E))

Reasons for Modification	Authority
Addition of New Work Using a Single Source Procurement (Out of Scope Changes, Additional Quantities, Time Extensions that Constitute New Work, etc)	AMS Policy 3.2.2.4

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 9 : Appendix 9 - Memo to FAA COTR Terminating Contractor Accounts on FAA Systems

MEMO TO FAA COTR

TERMINATING CONTRACTOR ACCOUNTS ON FAA SYSTEMS

DATE:

TO: FAA Contracting Officer's Technical Representative

FROM: *Contracting Officer Name*, Contracting Officer

SUBJECT: Terminating FAA System Accounts of Contractors under FAA Contract

Contract #: DTFAXX-XX-C-XXXXXX

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In accordance with contract closeout procedures, all contractor and subcontractor personnel accounts on FAA systems, applications, and databases that are/were used in support of subject contract, program/project or operations must be terminated.

Please advise the user (systems) administrators of identified FAA systems, applications and/or databases to terminate the accounts of subject contract and subcontract employees, block future access, and provide written confirmation that the actions have been completed.

Once the actions above have been completed, please sign below and return to the undersigned as soon as convenient, but not more than 30 days after receipt.

Your help in expeditiously closing out this contract is greatly appreciated. If you have any questions regarding this matter, please contact the undersigned Contracting Officer at (XXX) XXX-XXXX.

Sincerely,

The user administrators of FAA systems, applications, and databases (as listed below) have verified that accounts accessed by contractor and subcontractor personnel in support of subject contract, program/project, or operations have been terminated.

Contract COTR

Date

Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 9 : Appendix 139 - Common Memo Authorities for Modifications to FAA COTR Terminating Contractor Accounts on FAA Systems As described in AMS Procurement Guidance T3.10.1, contract terms may be modified by the Contracting Officer (CO)

MEMO when in TO FAA the COTR

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TERMINATING best interest of CONTRACTOR ACCOUNTS ON FAA, SYSTEMS

~~Modifications can either be bilateral or unilateral~~

DATE:

1. Bilateral modification

TO: a contract modification jointly agreed to by the CO and contractor. 2. Unilateral modification: a contract modification made by the CO that does not require concurrence by the contractor. To issue a modification, the CO must have the authority to do so. The basis for the authority to modify a contract may be an AMS clause incorporated into a contract, a law or statute, or simply the terms and conditions of the contract. The tables below provide varying actions that support a contract modification. The actions covered include change orders, administrative changes, supplemental agreements, and other actions that support a modification. Each table describes: 1. The type of action; 2. Whether it is a bilateral or unilateral modification; and 3. Reasons and authorities supporting a modification depending on the kind of requirement (i.e. supply, service, or construction) and type of contract (i.e. fixed-price or cost reimbursement). Each table also provides guidance into how each factor relates to Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract. Table 1: Change Orders Unilateral Modification (SF 30: Change Order (Block 13A), Unilateral (Block 13E)) Reasons for Modification Authority Supplies (Fixed Price) Change to: Drawings, Designs, or Specifications Method of Shipment or Packing Place of Delivery AMS Clause 3.10.1-12, Changes Fixed Price Services _____ (no FAA supplies Contracting to Officer's be Technical furnished) Representative

Change to FROM: Description of Services Time of Performance Place of _____ Performance AMS Contracting Clause Officer 3.10.1-12/alt1 Name, Changes Fixed Price Alternate I Services (supplies to be furnished) Contracting (Fixed Price) Officer

Change to SUBJECT: Description of Services Time of Performance Place of Performance Drawings, Designs, or Specifications Method _____ of Shipment or Terminating FAA System Packing Place Accounts of Delivery AMS Clause 3.10.1-12/alt2, Changes Contractors Fixed Price under Alternate FAA II Contract

A E or Other Professional Services _____ (Fixed Price) Change Contract to #: General scope AMS Clause 3.10.1-12/alt3, Changes DTFAXX Fixed XX Price Alternate III Transportation Services (Fixed C Price) XXXXX

Change to: Specifications Work or services Place of origin Place of delivery Tonnage to In be shipped Amount accordance of Government furnished with property AMS contract Clause closeout 3.10.1-12/alt4 procedures, Changes Fixed Price Alternate all IV R&D contractor (Fixed Price) Change and to: Drawings, subcontractor Designs, personnel or accounts Specifications Place on of Inspection FAA systems, Delivery applications, or and Acceptance AMS databases Clause that 3.10.1-12 are/alt5, Changes Fixed Price Alternate V Supplies (Cost Reimbursement) Change to: Drawings, Designs, were or Specifications Method of Shipment used

~~or~~in Packing Placesupport of Delivery AMS Clausesubject 3.10.1-13contract, Changes—Cost Reimbursement Servicesprogram/project (noor supplies tooperations must be furnished) (Cost Reimbursement) Change to: Description of Services Time of Performance Place of Performance AMS Clause 3terminated.10.1-13/alt1, Changes—Cost Reimbursement Alternate I

Services (suppliesPlease to beadvise the furnished)user (Cost Reimbursementsystems) Change to: Description of Services Time of Performance Place of Performance Drawings, Designs, or Specifications Method of Shipment or Packing Placeadministrators of Delivery AMSidentified Clause FAA 3.10.1-13/alt2systems, Changes—Cost Reimbursement Alternate II Construction (Cost Reimbursement) Change to: Plansapplications and Specifications or Instructions AMS Clause 3.10.1-13/alt3, Changes—Cost Reimbursement Alternate III Facilities (Cost Reimbursement) Change to: General Scope AMS Clause 3.10.1-13/alt4, Changes—Cost Reimbursement Alternate IV R&Dor (Cost Reimbursement) Changedatabases to: Drawings, Designs,terminate or the Specifications Placeaccounts of Inspection, Delivery, or Acceptance AMS Clause 3.10.1-13/alt5, Changes—Cost Reimbursement Alternatessubject V Timecontract and Materials or Laborsubcontract Hours Change to: Description of Services Time of Performance Place of Performance Drawingsemployees, Designs, or Specifications Method of Shipment or Packing Place of Delivery Amount of Government Furnished Property AMS block Clause future 3.10.1-14access, Changes—Time and Materials or provide Laborwritten Hours Construction,confirmation Dismantling,that Demolition,the or Removal of actions have been Improvementscompleted.

Change to: Drawings, Designs, or Specifications Method or Manner of Performance Government Furnished Facilities, Equipment, Materials, Once Services, or Site Accelerate the Performance of the Work AMS Clause 3.10.1-15, actions Changes above Construction, have Dismantling, been Demolition completed, or Removal please of sign Improvements Construction below (Changed and Conditions) Change return to: Drawings or Specification within the Scope of undersigned the as Contract AMS soon Clause as 3.10.1-16 convenient, Changes and Changed Conditions Table 2: Administrative but Changes Unilateral not Modification more (SF than 30: Administrative Change (Block 13B), Unilateral (Block 13E)) Reasons for Modification Authority Accounting Code Change AMS Procurement Guidance T3.10.1 COTR Change AMS Procurement Guidance T3.10.1 Change of Name Agreement AMS Procurement Guidance days after T3.10 receipt.1 Table 3: Supplemental Agreements Bilateral Modifications (SF 30: Supplemental Agreement (Block 13C), Bilateral (Block 13E)) Reasons for Modification Authority

Negotiated Price or Other Adjustment Resulting from Changes Clause (Increase or Decrease)

Reference Applicable Changes Your Clause Change help in Term expeditiously or Conditions closing or out Order Reference this Applicable Changes contract is Clause Adjustments greatly to appreciated. Wage Determinations and collective bargaining If you have any questions agreements AMS regarding Clause this 3.6.2-30 matter, Fair Labor please Standards contact Act and the Service Contract undersigned Contracting Act—Price Officer Adjustment at (Multiple Year and Option Contracts XXX) Novation Agreement and Change XXX of Name AMS Procurement Guidance T3.10 XXXX.1- & #160; #160; AMS Clause 3.10.1-25, Novation and Change of Name Agreements Settlement of Agreement Under the Disputes Clause

~~Clause 3.10.6-6, Default (Fixed Price Construction) Availability of Funds AMS Clause 3.3.1-10, Availability of Funds Availability of Funds for the Next Fiscal Year AMS Clause 3.3.1-11, Availability of Funds for the Next Fiscal Year Excusable Delays AMS Clause 3.10.6-7, Excusable Delays Government Delay of Work AMS Clause 3.10.1-11, Government Delay of Work Government Property AMS Clause 3.10.3-2, Government Property—Basic Clause Government Property (Fixed Price) AMS Clause 3.10.3-2/alt1, Government Property—Basic Clause Alternate I Government Property (T M/LH or Cost Reimbursement) AMS Clause 3.10.3-2/alt2, Government Property—Basic Clause Alternate II Government Property Consolidated Facilities AMS Clause 3.10.3-3, Government Property Consolidated Facilities Government Property (Facilities Acquisition) AMS Clause 3.10.3-6, Government Property (Facilities Acquisition) Government Property (Facilities Use) AMS Clause 3.10.3-7, Government Property—Facilities Use Government Property (Facilities Use) (Research) AMS Clause 3.10.3-7/alt1, Government Property (Facilities Use). Alternatel Suspension of Work AMS Clause 3.10.1-8, Suspension _____ of _____ Work _____~~

Disputes (Continued Performance)

~~AMS Clause 3.9.1-1, Contract Disputes Variation in Quantity (Fixed Price contracts for supplies and services that involve the furnishing of supplies) AMS Clause 3.2.2.8-2, Variation in Quantity Variation in Estimated Quantities (Fixed Price Construction) AMS Clause 3.2.2.8-4, Variation in Estimated Quantities Table 5: Other Bilateral Modifications (SF 30: Other (Block 13D), Bilateral (Block 13E)) Reasons for Modification Authority Addition of New Work Using a Single Source Procurement (Out of Scope Changes, Additional Quantities, Time Extensions that Constitute New Work, etc) AMS Policy COTR 3.2.2.4 Date~~
