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|  | Federal Aviation  Administration |
| **Memorandum** | |

Date: [Insert Date]

To: [Insert Name], FAA Contracting Officer’s Representative

From: [Insert Name], Contracting Officer

Subject: Contracting Officer’s Representative (COR) Delegation Memorandum

**INSTRUCTION: The CO must tailor the COR delegation to the project/contract assigned to the COR.  Please check the corresponding checkboxes that are applicable your project/contract and add any additional duties as required.**

You are hereby delegated authority to act as the Contracting Officer’s Representative (COR) for Contract Number ***[Insert contract number].*** Your duties are to assist the Contracting Officer (CO) administer the contract throughout performance and closeout. Only the CO may change this delegation and it must be in writing. As COR, you must represent the CO within the scope of the following authority, responsibilities, and limitations:

**AUTHORITY**:

As COR, you have the authority to:

1. Perform surveillance of the contract work and conduct inspections necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
2. Perform, or cause to be performed, inspection(s) necessary for accepting deliverables (including Contract Line Item Numbers (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, on-site surveillance visits may be required.
3. Assist the contractor to interpret the contract specifications or technical requirements, provided any interpretation or clarification that the COR gives is within the limitations prescribed later in this delegation.
4. Certify invoices to the CO for payment (using eInvoicing unless it is not required or there is an approved waiver allowing for the invoicing process under AMS Guidance T3.3.1A.14). Evaluate progress payment requests based on costs incurred and actual work accomplished.
5. Monitor the contractor’s compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in AMS security clauses 3.14-1 through 3.14-14, if any of these clauses are in the contract.

**ADDITIONAL AUTHORITIES (Check off if applicable)**

* 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 (for construction).
* Notify the prime contractor of any failure of the work to conform to the contract, specifications, and drawings, and of any delays in the schedule (for construction).
* Stop or suspend work ONLY in life-threatening situations (for construction).
* Approve or reject all progress schedules, material submittals and contractor-furnished materials that are required under the terms of the contract (for construction).
* 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 (for construction).
* Make recommendations to the CO when it appears there is a need for a change in scope or terms of contract if the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
* Ensure adherence to Personnel Security contract security clauses to include contractor onboarding, and off boarding requirements throughout the life of the contract. Responsibilities include approval of background investigation processing for all contract personnel who require access to FAA Facilities, Systems, and/or Sensitive Unclassified Information, credential issuance, roster maintenance of contractor employees and verification that off-boarding actions for each contractor employee are completed. The roster of current contract personnel must be maintained and available to AXP Personnel Security upon request. Anytime a contractor employee is added or removed from the contract AXP Personnel Security must be notified. It is imperative that the COR ensure compliance of the aforementioned contractor employee status to secure the accountability of the FAA contractor workforce.
* For contracts subject to FAA Order 1600.84 “FAA Defensive Counterintelligence Program”, familiarize themselves with their responsibilities and contractors’ responsibilities as described in the Order, including without limitation cooperating with authorized Defensive Counterintelligence Program (DCIP) inquiries and Counterintelligence (CI) investigations. Ensure contractors are aware of their responsibilities as described in FAA Order 1600.84 and the contract.
* ***[Insert additional authorities specific to the contract here]***

**RESPONSIBILITIES**:

As COR, you have the responsibility to:

1. Be familiar with and understand contract requirements (Statement of Work (SOW), specification, CLINs and work breakdown structure), and implications of contractor performance to contract requirements.
2. Keep the CO informed of any technical or contractual difficulties encountered, progress of the work and potential problem areas under the contract.
3. Report to the CO 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.
4. Comply with all COR training requirements including CPARS training, when applicable. The online training is available through the CPARS website Contractor Performance Assessment Reporting System (cpars.gov) under the Learning Center, Training by Function or Role.
5. Establish a technical performance review program for evaluation of the contractor’s work.
6. Coordinate with CO whether support contractors have signed Non-disclosure of-Information and Conflict-of Interest Agreements.
7. Review the Contractor’s performance of the technical requirements of the contract according to the contract terms, funding, conditions, and specifications. Notify the CO, in writing, of any indication that the terms of the contract are not being met.
8. Report any observed fraud, waste, or inefficiencies to the CO.
9. Maintain liaison and direct communications with the contractor and the CO. Meet with the contractor or its designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the CO.
10. Draft technical portions of CO letters to the contractor.
11. Ensure appropriate confidentiality of contractor submissions with proprietary markings.
12. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the CO.
13. Assist the CO in negotiating supplemental agreements.
14. Advise the CO on contractual matters of a technical nature.
15. Recommend needed change orders to the CO when in the best interest of the Government.
16. Inform the CO as to the status and progress of performance under the contract.
17. For contracts subject to Contractor Performance Assessment and Reporting System (CPARS) requirements, complete contractor performance evaluations with documentation and justification as required. The reporting should be completed no later than sixty (60) days after the end of the applicable reporting period.
18. Alert the CO to any potential or existing problems.
19. Submit reports the CO requires to perform his/her duties.
20. Provide the CO a copy of all technical correspondence with the contractor.
21. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.
22. Furnish copies of written communication between you and the contractor to the CO.
23. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the CO.
24. Report any discrepancies in payment vouchers or invoices to the CO. Provide documentation to support the representation. Advise the CO regarding the disposition of inactive obligations.
25. Maintain a file of all correspondence, data, submittals, and deliverable documents initiated or received by you in connection with subject contract.
26. Maintain an arms-length relationship with the contractor.
27. Practice claims avoidance, halting unauthorized accelerated production and/or directions of other Government employees.
28. Review all contractor-furnished reports, including any earned value management reports when appropriate.
29. Conduct business with industry in a manner that is above reproach.
30. Advise the CO of any questions regarding vouchers or invoices so that they may be brought to the contractor's attention and resolved in a timely manner if possible.
31. Perform acceptance in PRISM and Delphi eInvoicing.
32. Seek guidance from the CO for specific situations not covered in this delegation.
33. Report through normal administrative channels to the DOT Inspector General and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other suspected fraudulent behavior.
34. As required by FAA Order 1600.72A (or the latest version) ensure contractor employee completion of Security Awareness Virtual Initiative (SAVI) training as provided on the FAA Electronic Learning Management System (eLMS). This training is required within 90 days of reporting for work and annually thereafter. Provide a report to the AXP on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

**ADDITIONAL RESPONSIBILITIES (Please check off or modify, if applicable)**

* Protect the Government's interests in actual performance of the work by seeing that work is accomplished according to the specifications, drawings, and contract (for construction).
* 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.
* Send the contractor's receipt for Government property.
* Furnish the CO requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
* Evaluate progress payment requests against the contractor’s efforts including schedule, quality, performance, and the general progress of the contract.
* Assist in the analyses of Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs), validating and calculating estimated savings and the contractor’s share for VECPs.
* Ensure administration of Government furnished property.
* ***[Insert additional responsibilities specific to the contract here]***

**LIMITATIONS:**

As COR, you must not:

1. Make or give the appearance of being able to 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.
2. Sign any changes or modifications to contracts, agreements, or orders.
3. Make determinations regarding issues of contractor liability that may arise during contract performance. Such issues should be referred to the Contracting Officer.
4. Take part in a labor controversy or dispute involving the contractor or its employees.
5. Direct the contractor on how to perform the work.
6. If applicable, issue stop-work orders (see exception listed under “Additional Authorities” listed above).
7. Supervise contractor employees implicitly or explicitly in a way that could constitute personal services.
8. Engage in conduct prejudicial to the Government.
9. Use public office for gain.
10. Impede Government efficiency or economy.
11. Lose independence or impartiality.
12. Make a Government decision outside official channels.
13. Affect adversely the public’s confidence in the Government.
14. The duties and responsibilities set forth herein are not intended to be all-inclusive. As COR, you must consult with the CO when there are questions about your authority. This delegation remains in effect for the duration of the contract unless revoked in writing by the CO. You are not authorized to re-delegate your authority. If you have any questions concerning your role as COR, please contact me at ***[contracting.officer@faa.gov]*** or ***[Insert phone number]***.
15. A copy of this delegation Form will be forwarded to the Contractor, and to the Acquisition Career Manager (AAP-300) at email [9-AAP-ACM-CORs@faa.gov.](mailto:9-AAP-ACM-CORs@faa.gov)

**COR ACKNOWLEDGEMENT**

*By signing this document, the designated COR is stating that the mandatory COR training course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.*

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| COR Signature |  | Date |