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# Model Letter and Procedures for Designating the Contracting Officer's Representative (COR) for Contracts and Task Orders

A Mandatory Reference for ADS Chapter 302

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## A. COR Responsibility and Authority

USAID Contracting Officer's Representatives (COR) perform a variety of duties, including serving as the technical liaison between the Contracting Officer (CO) and the contractor. The COR is in a unique position to monitor the contractor's performance in achieving the contract's purpose, and is delegated certain contract/task order administration functions and authorities that are otherwise vested in the CO. In order to be authorized to perform these delegated contract or task order administration duties, the COR must have:

- (1) A current certification in the [Federal Acquisition Institute Training Application System \(FAITAS\)](#),
- (2) Completed the mandatory training,
- (3) Received a COR designation letter from the CO delegating authority to perform contract and/or task order administration duties.

Without a current designation letter, signed by the CO and acknowledged by the COR, no individual other than the CO can:

- Give technical direction/guidance to the contractor
- Receive and inspect completed services or supplies upon delivery
- Monitor Government-furnished property
- Approve the contractor's requests for payment
- Perform any other duties that would otherwise be the responsibility of the CO.

The COR designation letter outlines the contract administration duties assigned by the CO to the COR. Other Agency regulations, including ADS chapters outside the 300 series, may hold CORs accountable for duties and responsibilities that do not flow from the CO. Such responsibilities are not included in these letters. CORs must direct any questions regarding these other responsibilities to the point of contact for that chapter or regulation, or to the authorized representative in the operating unit (for example, a COR in a Mission must direct questions about the COR's financial management duties in ADS 600 Series chapters to the Mission Controller).

The COR designation letter does not authorize the COR to take actions that are the sole responsibility of the CO, such as directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, the total estimated cost or price of the contract, or the period of performance. Section III of the Designation letter outlines those actions, which only a CO has the authority to perform. Exceeding the authorities designated in the letter may result in an unauthorized commitment (AIDAR 750.71), which can lead to serious contractual disputes and legal actions that unnecessarily tie up Agency personnel and resources. Unauthorized commitments may result in a violation of the [Anti-Deficiency Act](#), 31 U.S.C. Sections 1341-1351, which provides for criminal penalties for any Government employee who willfully and knowingly violates it. The COR must thoroughly review the designation letters to ensure that he or she

understands the responsibilities and limitations of the COR designation.

## **B. Standards of Conduct and Conflicts of Interest**

As USAID employees, CORs are subject to the ethical standards that apply to all federal employees by virtue of the terms of their employment. Being a COR does not impose a higher standard for an individual's conduct, but it may provide more occasions for improper behavior and increase the scrutiny that others may direct to an individual's behavior. The COR is responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if any direct or indirect financial interests may place the COR in a position where there is a conflict between his/her private interests and the public interest of the United States, the COR must immediately report the conflict to the CO and ethics officer. The COR must avoid even the appearance of such conflict in order to preserve public confidence in the U.S. Government employee's conduct of business.

## **C. Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) Certification Program and Agency Training Requirements**

Any individual designated by letter from a Contracting Officer to be a COR must be certified in the Federal Acquisition Institute Training Application System (FAITAS), and have completed both the FAC-COR training and the Agency certification requirements. Additionally, the COR must maintain the certification by completing 40 hours of continuous learning points (CLPs) every two years from the original certification. Specific certification requirements are found in [ADS 458.3.4.2\(c\)](#) and in **ADS 302.3.4.15**.

For further information about FAITAS certification and FAC-COR certification and training requirements send an email to [FAC-CORInquiry@usaid.gov](mailto:FAC-CORInquiry@usaid.gov).

## **D. Designation of the COR**

Prior to designating a COR, the CO is responsible for verifying that the COR is certified in FAITAS, has completed the required training, and is FAC-COR certified in accordance with agency policy. The proposed COR must give the CO a current printout of the FAITAS confirmation screen as proof of certification in FAITAS. If it has been two years since the COR's initial FAC-COR certification, the COR must also provide the CO with proof of 40 hours of continuous learning for every two years after the initial COR certification.

The Bureau for Management, Office of Acquisition and Assistance, Professional Development and Training Division (M/OAA/PDT) will generate a quarterly report of expired COR certifications, which will be posted on the M/OAA/PDT Web site at: <https://pages.usaid.gov/M/OAA/professional-development-and-training>. In addition to receiving the certification documentation from the COR, the CO must check the most recent report to ensure that the COR's certification has not expired.

COR designations must be entered in the Global Acquisition and Assistance System (GLAAS). COs must ensure that COR designations are kept current and accurate in

GLAAS. The CO must identify the COR under the Main/General Information Screen of the award in GLAAS. Because the COR is included in the contract/TO, if the designated COR is replaced, the CO must issue a unilateral modification to the contract to change the COR. GLAAS requires that the CO identify a COR for all awards, even those for which a COR is not required to be designated, such as Personal Services Contracts (PSC) and Fixed Priced supply contracts. For PSC contracts, the CO should identify the PSC's supervisor in this field. In the case of fixed price supply contracts, the CO should identify the technical office point of contact for the award.

In addition to entering the COR in GLAAS, except where the designation of a COR is not required as stated in the above paragraph, the CO must issue the COR a Standardized Designation letter, outlining the responsibilities and authorities of the COR. The CO must sign the front page of the letter and transmit it to the COR. Once the COR has signed the letter, the CO must countersign the acknowledgement page. By signing the designation letter, the COR certifies that he/she is certified and has met all the FAC-COR and Agency requirements, including the 40 hours of continuous learning, and the CO confirms that the COR has been certified and meets the eligibility requirements.

#### **E. Naming an Alternate COR**

The CO must not designate multiple CORs for any particular award, except for an alternate COR who would perform the designated COR functions only during the absence of the primary COR. Section III, of the letter, Subsection B. Re-delegation, includes a space for naming the **alternate COR**. When designating an alternate COR, the CO must insert the name of the individual in the blank space in the second paragraph of this subsection. The alternate COR is subject to the same FAITAS certification, training, and continuous learning requirements as the primary COR.

When the requiring office nominates the primary candidate for the COR designation, it must also provide the name of an alternate. The preference is for the alternate to be from the requiring office, because the individual is more likely to be familiar with the award and can therefore step in as COR. However, if the requiring/technical office cannot provide an alternate, then the COR's immediate supervisor may need to serve as alternate. If the requiring office nominates an individual not from the requiring office and not the COR's immediate supervisor to be the alternate COR, the nomination must include a justification supporting this nomination, including an explanation of the nominated alternate's involvement in overseeing the contractor's performance.

COs must also remind CORs and their alternates that the alternate may **ONLY** perform COR duties or responsibilities if the COR is absent. Ideally, the alternate will only perform COR duties when the COR is absent for an extended period of time. The alternate COR may not countermand a COR's decision on a matter pertaining to his or her duties as a COR. In addition, the primary COR is not responsible or accountable for the actions of the alternate COR—the alternate COR is responsible and accountable.

Neither the COR nor the alternate may further delegate this authority. If neither the COR nor the alternate is available to perform their duties, the COR must direct the contractor to the

CO for guidance. No other individuals are authorized to provide technical direction to the contractor.

## **F. Approvals for Designating an Uncertified COR and Revocation of COR Designation**

### **1. Designation of Uncertified COR**

In exceptional circumstances, the CO may designate an uncertified COR in accordance with the exceptions in [ADS 302.3.4.15.a.\(1\)](#). All documentation must be provided in writing and must be maintained in the contract file.

COs must revoke the COR designation letter if the COR does not certify in FAITAS and complete the required training and certification requirements within the period authorized by the exception.

### **2. Revocation of COR Designation**

Once initially certified in FAITAS, if the COR has not completed the required 40 hours of continuous learning every two years, FAITAS will automatically notify the COR of the expiry of the FAC-COR certification, 90 days prior to the expiration. At that time, the COR must complete the required training to be eligible to continue to maintain the FAC-COR certification and the specific COR designation. Expiration of the FAC-COR certification will result in the COR being classified as an uncertified COR and will no longer have the authority to perform the functions of a COR.

If at any time during the period of an award the COR's certification expires, the COR is responsible for informing the CO and for working with the Operating Unit to nominate a replacement COR. The CO must immediately revoke the COR's designation, unless the CO has received the MDs/DAAs approval for a one-time six month extension or the M/OAA Director's approval for a further six month extension.

If the COR continues to perform contract administration functions after expiry of the COR's certification, even if the CO has not formally revoked the COR's designation letter, it may result in unauthorized commitments as the COR will be acting without authority.

Additionally, if the COR fails to perform his or her duties and responsibilities or if the COR exceeds his or her authority as specified in the designation letter, the CO may exercise this revocation authority. Specific examples of circumstances that might warrant revocation of a COR designation include a COR's failure to adequately monitor the available funding on a contract or to address contractor performance fairly, comprehensively, and promptly when preparing the Contractor Performance Assessment Reports.

Revocation of the COR delegation must be done in writing and must be communicated to the COR, the contractor, the paying office, the alternate COR, and other relevant parties

who were on the initial distribution list of the COR designation letter. Additionally, a unilateral modification must be executed in GLAAS to update and replace the COR designation.

## **G. CO Tailoring of the Letters**

COs must use the standardized letter essentially as written; however, some of the specific guidance provided below clearly allows COs to use discretion in tailoring these letters as long as they do not affect the substance of the standardized letter. For example, COs may include special instructions to account for unusual characteristics of the award. The CO may limit or expand the COR's (and/or the Alternate COR's) responsibilities depending on the level of training or experience of the individual receiving the designation (see Section I, Subsection F of Appendix A, sample letter, for a list of responsibilities/functions that may be delegated to the COR at the discretion of the CO). The CO may emphasize additional oversight responsibilities if the CO has concerns about the contractor. If a contract has a "grants under contract" component, the CO may specify limits to the COR's responsibilities for administering the grant-making part of the Statement of Work (SOW). Finally, the CO may edit the letter to reflect the CO's own experience, judgment and preference—again, within the scope of the standardized letters. The examples listed in this paragraph are not all-inclusive, nor are COs expected to make changes to the letter if they have no reason to do so. **The CO must not, however, change Section III, Limitations, in the letter.**

## **H. Specific Guidance on Sections of the Letter**

The following guidance addresses specific sections of the designation letter. Please consider the following when preparing a letter and tailor the letter only if needed and only as authorized in the specific guidance below.

### **Section I: Delegation**

*Subsection A. Technical Directions/Guidance.* When the contract in question is performance-based (as described in FAR 37.6), the CO and COR must recognize that a COR issuing technical directions for these types of contracts may not be suitable. For performance based acquisition, include a section on Technical Directions/Guidance only if the contract has certain Contract Line Items (CLINS) that are not performance-based or ensure that this section limits the scope of the technical directions or guidance the COR may issue. Although "technical guidance" may be more appropriate, the COR must be aware that even guidance is limited and the COR must consult with the CO.

*Subsection F. Other specific functions/authorities, as provided herein.* In this section, COs, at their discretion, may delegate additional contract administration functions to the COR (see Section I, Subsection F of Appendix A, sample letter, for a list of additional authorities) based on the COR's experience and training. If so, such responsibilities/functions must be listed in subsection F of the letter. The CO may add other functions not covered above, such as responsibility for processing requests for country clearance or other Mission specific requirements. COs awarding basic Indefinite Delivery Indefinite Quantity contracts (IDIQs) must state here that the CORs for the basic IDIQ have

responsibility for monitoring the use of the IDIQs to track the contract ceiling and consistency of task order statements of work with the SOW of the basic contract, etc. When adding functions or authorities in this section, the CO must coordinate with the proposed COR to ensure mutual understanding and agreement.

## **Section II: Administration**

*Subsection A. Communications.* In order for the CO to stay abreast of the contractor's performance, as well as to avoid potential claims or disputes, the COR must provide copies of all communications with the contractor to the CO within the timeframe specified in the letters. The CO MUST read these communications and take any necessary action if the technical direction is beyond the COR's authority or directs the contractor to do something beyond the scope of the contract. If the CO receives a copy of the communication but takes no action to countermand the COR's direction, the contractor has reason to conclude that the CO endorses the COR's action, which may strengthen the contractor's claim or dispute against the Agency. The failure of the CO to receive or review the communications does not protect the Agency from a claim as case law indicates that the COR can be assumed by the contractor to be the CO's "eyes and ears" and therefore have the authority to "speak" for the CO. COs and CORs must also be aware that even if the COR is not required to send a copy of these communications to the CO, the contractor may still assume that the CO has authorized the COR's actions by virtue of having issued this delegation letter.

Therefore, the CO must carefully assess the COR candidate's experience and demonstrated knowledge/judgment when deciding what responsibilities and functions to delegate and how closely to monitor the COR's communications with the contractor. If the CO is very confident that the COR understands and accepts the limits of this delegation and is not likely to issue technical directions (TDs) that could lead to a claim, then the CO may choose to limit the extent the CO monitors the COR's TDs. Conversely, if the COR candidate is very inexperienced and the CO is concerned, then a prudent CO ensures that the COR provides copies of these communications and then carefully reviews them to verify that they are within the scope of the contract. If the Alternate COR is not as experienced as the COR, it would be prudent to monitor his/her activities more thoroughly.

### **I. Distribution of the Designation Letter**

COs must provide copies of the COR-acknowledged and CO countersigned designation letter to the:

- contractor
- paying office,
- COR
- COR's supervisor,
- named alternate COR (if applicable), and
- alternate COR's supervisor (if applicable).

Providing courtesy copies to any party other than those mentioned above is at the discretion of the CO. Ideally, the CO will distribute and discuss the Designation Letter at the Post Award Orientation Conference with the contractor, COR, and alternate, if possible.

## APPENDIX A

### **Contracting Officer's Representative (COR) Designation – Contract/Task Order Administration**

TO: [Individual Nominated by the Requiring Office]

FROM: , Contracting Officer

SUBJECT: Contract Administration Authorities

DATE:

REF: Contract/Task Order Number [Insert Contract # and TO, if applicable] with  
[Insert Contractor name]

As the Contracting Officer (CO) for the subject contract, the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) holds me responsible for ensuring compliance with the terms of the contract and for safeguarding the interests of the United States in its contractual relationships. To assist in fulfilling these responsibilities, I must designate a Contracting Officer's Representative (COR). This individual is in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for being the technical liaison between the contractor and the Contracting Officer, which is critical to ensuring good contract performance.

Your requiring office has nominated you to be the COR for administration of the referenced contract or task order. I accept this nomination and hereby designate you to be the COR. As COR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

Your additional COR responsibilities are to:

- Monitor the contractor's performance and verify that it conforms to the technical requirements and quality standards agreed to in the terms and conditions of the contract. This includes verifying the contractor's conformance with branding and marking requirements, ensuring inventory control, and assessing data quality. Accordingly, your approval of implementation plans, work plans, or monitoring or evaluation plans must be consistent with the terms and conditions of the contract. You must document any material deficiencies in the contractor's performance and bring them to the immediate attention of the CO (me or my successor).
- Participate in the periodic evaluation of the contractor's performance and preparation of the Contractor Performance Assessment Report (CPAR), with particular attention to addressing

- The quality of the products and/or service
  - The effectiveness of cost control efforts
  - The timeliness of performance
  - Business relations
  - End-user satisfaction, and
  - Compliance with the small business subcontracting plan
- Prepare the CPAR in accordance with the performance evaluation requirements in the Federal Acquisition Regulation (FAR, 48 CFR) subpart 42.15 (“Contractor Performance Information”) and the Automated Directives System (ADS) Chapter 302.3.8.7 (“USAID Direct Contracting”), in the section entitled "Evaluation of Contractor Performance."   
When the COR responsibilities are redelegated by the CO to another individual, you are responsible for either completing a CPAR report for the current reporting period, or providing up-to-date substantive pre-assessment notes to the new COR for awards that have advanced at least three months into the reporting cycle..
  - Recommend in writing (with justification for the proposed action) to the CO any changes needed in the scope of the contract, including any changes to technical provisions of the contract that affect the timing of the deliverables/services or the overall cost-price of the contract (see 1.A below).

As a COR, you may be held personally liable for unauthorized acts. In order to perform these functions you must be FAC-COR Certified and have met the FAC-COR and Agency training requirements, including the forty (40) hours of continuous learning requirements to maintain your FAC-COR certification. Failure to obtain FAC-COR certification or maintain your certification will result in the expiry of your certification and the loss of your authority to function as a COR. If your COR certification expires you must immediately notify the CO and contact the FAC Acquisition Career Manager in the Professional Development and Training Division or send an email to [FAC-CORInquirymailbox@usaid.gov](mailto:FAC-CORInquirymailbox@usaid.gov) for consultation on next steps to regain your certification. The CO will revoke your COR delegation or with appropriate approvals may provide you written authority to continue your COR functions for a limited time until you can receive your recertification. Failure to inform the CO of the expiry of your FAC-COR certification and continuing to perform the functions/duties of a COR will result in you acting without authority and potentially making unauthorized/ informal commitments. You will be held accountable and be required to accept responsibility for any unauthorized/informal commitment and you must assist the CO in processing any extraordinary contractual actions that result from acting without proper authority. Properly discharging your duties and responsibilities as a COR minimizes your risk of facing disciplinary action. The areas in which you must be particularly cautious involve contracting authority and financial management when your improper actions could indicate gross negligence.

- In Contracting, this involves exceeding your authority as a COR and taking actions that are beyond your authority as delegated in this letter. If you have any questions in this

area, contact the CO for advice BEFORE you take any action.

- In Financial Management, your risk increases when you act in a manner that is other than what would be expected of a reasonable individual. At a minimum, a reasonable individual would be expected to –
  - take positive action to obtain information necessary to carry out their responsibilities;
  - make logical decisions from the information they have available (even if it isn't totally complete); and
  - document and provide justification for the action. (The documentation need not be formal or extensive, but it should be easily understood by an auditor or other third party individual reviewing it.)

## I. DELEGATION

I hereby delegate to you, as COR, the following authorities that are otherwise the responsibility of the CO:

A. Technical Directions/Guidance. You may issue technical directions or guidance in accordance with the terms of the contract. "Technical guidance" under a performance-based contract may be very limited; if this contract is performance-based, consult the CO for guidance. "Technical directions" are interpretations of the technical requirements of the contract and you must give them to the contractor, in writing, when questions or discrepancies arise. They may be directives to the contractor that

- Approve work plans, approaches, solutions, designs, or refinements;
- Fill in details or otherwise complete the general description of work or documentation items;
- Shift emphasis among work areas or tasks; or
- Otherwise furnish instruction of a similar nature to the contractor.

Technical directions shall not include any instructions that affect cost/price, quality, quantity, delivery, period of performance, or other terms and conditions of the contract. In any and all cases, technical directions must be within the scope of the contract and comply with the requirements for Technical Directions/Relationship with USAID in Section G of the contract. As determinations regarding the scope of the award are the sole responsibility of the CO, the COR must consult with the CO if there is any question that such direction may be outside the scope of the contract.

B. Receipt and Inspection. You may receive and inspect completed services or supplies upon delivery, and verify that they meet the acceptance standards, including time of delivery, specified in the contract. If the contractor's services or supplies do not meet the acceptance standards in a fixed price contract, you are responsible for directing the contractor in writing to take appropriate action to correct the deficiencies. Should the

contractor fail to correct deficiencies, you must advise the CO so he/she can take appropriate action. If the services or supplies do not meet the acceptance standards in a cost type contract, you must advise the CO, who will analyze the cost impact of corrective action prior to issuing direction to the contractor.

- C. Security. You must coordinate with the Office of Security (or its designee) to obtain necessary security clearances and appropriate identification for the contractor and designated personnel if the contract is classified in accordance with Automated Directives System (ADS) Chapter 567 and FAR 4.4. For a classified contract, your duties also include monitoring the contractors' compliance with the security specifications included in their contracts and notifying the CO and SEC of any problems or suspected non-compliance with these contract requirements. If this contract is unclassified but requires contractor employees to have building passes to enter either the USAID Headquarters or a Mission or Embassy overseas, you are responsible for coordinating with your Bureau or Office Administrative Management Officer, Mission Executive Officer, or other individual responsible for requesting passes (see ADS 562 & 565).

You are responsible for notifying the Office of Security whenever any contractor personnel no longer needs a building pass. When the contract has ended or upon termination of an individual's employment, you must collect from the contractor any identification cards that have been issued to the contractor employees (including the Personal Identity Verification [PIV] card/Facility Access Card [FAC]) and remote authentication token. You must return the identification cards to the Office of Security (SEC) and the remote authentication token to the B/IO Administrative Management Staff (AMS) (see [ADS 302.3.5.13](#)).

- D. Government-furnished Property. You are responsible for ensuring that Government-furnished property is available to the contractor in a timely manner, if this property is required by the terms of the contract. You are also responsible for monitoring the contractor's management of and annual reporting on this property and any property acquired by the contractor for use in the contract and titled to either USAID or a cooperating country. Finally, you are responsible for verifying the return or disposition of Government-furnished property.
- E. Financial Management. Although the responsibility for making payments and accounting for funds and balances rests in the Bureau for Management, Office of the Chief Financial Officer (M/CFO) or overseas Controller, you must administer financial management responsibilities by
- Reviewing the contractor's request for payments (usually the contractor's vouchers or invoices) and providing or denying your administrative approval, in accordance with the stipulations of the contract administration plan and the procedures in ADS Chapter 630, Payables Management. This chapter states that your administrative approval constitutes the written evidence that the goods and/or services specified on the invoice were received and conform to the requirements or performance milestones in the contract--effectively the acceptance of these goods and/or services.

- Recommending disallowance of costs to the CO, in accordance with ADS Chapter 630.
- Ensuring that all funding actions comply with the Agency's forward funding guidelines (ADS Chapter 602 Forward Funding of Program Funds and ADS Chapter 603 Forward Funding, Non-Program Funds).
- Monitoring the financial status of the contract on a regular basis to ensure that the level of funding is the minimum necessary. If the funding exceeds forward funding guidelines without proper authorization, you must adjust the next incremental funding amount to achieve compliance with the forward funding guidelines.
- Developing an estimate of accrued expenditures on a quarterly basis in accordance with ADS Chapter 631, Accrued Expenditures, and instructions from M/CFO or the Mission Controller.
- Notifying the CO if at any point during performance you believe the funds are no longer needed for the purposes for which they were obligated. (See **ADS Chapter 621 Obligations and Internal Mandatory Reference "Deobligation Guidebook"**).
- Reviewing any unliquidated obligation balance in the contract, and working with the CO to deobligate excess funds before beginning close-out actions (see ADS Chapter 621 Obligations and the Internal Mandatory Reference "Deobligation Guidebook").

F. Other specific functions/authorities, as provided herein:

*[The CO may include additional responsibilities/functions from the list below based on the CO's discretion and the COR's experience and training. If no other responsibilities are delegated, then this subsection must be deleted.]*

In addition to the functions/duties listed above, the COR [and alternate COR] is [are] designated the following additional functions/authorities:

- Approval of international travel (see AIDAR 752.7032 for the specific requirements that must be met);
- Perform property administration (not to include property disposition);
- Perform engineering surveillance to assess compliance with contractor terms for schedule, cost, and technical performance in the areas of design, development and production;
- Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management and independent research and development;

- Review and evaluate for technical adequacy the contractor's logistic support, maintenance and modification programs;
- Issue tax exemption forms;
- Ensure processing and execution of duty-free entry certificates;
- Issue work requests under maintenance, overhaul and modification contracts;
- Report to the CO any inadequacies noted in specifications;
- Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the CO;
- Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, predictability, and impact on quality, reliability, schedule and cost and submit recommendations to the CO;
- Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations;
- Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data; and
- Determine that all applicable administration actions and all required work of the award have been completed by the contractor.

## II. ADMINISTRATION

A. Communications. Please provide the CO with a copy of the following written communications, in either electronic or paper copy format, within two (2) working days after you transmit it to the contractor:

- Technical directions/guidance per #I.A. above,
- All formal communications between you and the contractor that relate to the contractor's alleged failure to comply with delivery terms or acceptance standards or both, per #I.B. above, and
- Any other written communication of a similar nature that may have an impact on the contractor's rights or responsibilities for performing under this contract.

**B. COR Files**. As the COR, you have an important responsibility for establishing and maintaining adequate COR files. These files are your primary tools for carrying out your duties and responsibilities as the COR for this contract and must include all correspondence with the contractor and document all actions you take as COR. These files are necessary for proper contract administration and will also help successor CORs

to understand your actions as COR and the reasons behind such actions, as well as to have adequate documentation for audit purposes. When your COR responsibilities are re delegated by the CO to another individual, you must ensure that the COR files, including any documentation of contractor's performance, are transferred to the newly-designated COR or the alternate COR.

You are responsible for ensuring that the files contain the following, at a minimum:

- A copy of this COR designation letter;
- A copy of the contract and all of its modifications;
- A copy of all correspondence between the COR and the contractor, including property reports;
- Names of technical and administrative personnel assisting the COR;
- A copy of records of COR inspections and receiving/acceptance documents, invoices, and other administrative paperwork and correspondence;
- A copy of other performance records as specified in the contract;
- Documents justifying and supporting Accrual estimates (see ADS 631 Accruals, section 631.3.1 and Additional Help—Accrual Documentation);
- A copy of financial documentation to support activities in the financial management area such as the invoice and Administrative Approval Form and Checklist (ADS 630.3.3. and Internal Mandatory Reference—Administrative Approval Form and Checklist) for all invoices; and
- Budget pipeline analysis documentation.
- Documentation of any other action taken by the COR in accordance with this delegation of authority.

Until the Agency approves an electronic filing system for technical offices, original signature documents and any other documents in the COR files that are part of the official contract file, such as payment approvals, receiving/acceptance documents, and technical directions must be maintained in hard copy and comply with [FAR Part 4.8](#). You must not use text messages for any official communications with the contractor.

### III. LIMITATIONS

- A. Scope of Authority/Avoiding Unauthorized Commitments. Your authority does not include directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, the total estimated cost or price of the contract or the period of performance. Only a CO has the authority to take such actions, which include but are not limited to making changes that affect the:

- Delivery schedule or period of performance,
- Quantity or quality of the work,
- Terms and conditions of the contract,
- Monetary (dollar or foreign currency) limit of the contract or the authorization of work beyond the monetary limit,
- Qualifications of key personnel, or
- Composition of the contract team members, if the contract places specific limits on either qualifications or the mix of specialists.

If you take actions that only the CO has the authority to take, you may be making an unauthorized commitment (**AIDAR 750.71**), which can lead to serious contractual disputes and legal action that unnecessarily tie up Agency personnel and resources. You may be held personally liable for such actions and in the worst case, such unauthorized actions may result in disciplinary action, particularly if the action is determined to be a violation of the **Anti-Deficiency Act, 31 U.S. C. Sections 1341-1351**, which also provides for criminal penalties. See **ADS 630** for information on Anti-Deficiency Act violations. Actions you take or directions you give must be within the authorities provided in this designation.

- B. Re-delegation. You are not authorized to re-delegate the authorities provided in this memorandum to approve/disapprove vouchers, provide written interpretations of technical requirements, or to certify acceptance of goods or services, to any other person.
- C. Designation of the Alternate COR. In your absence, and only in your absence, **[insert name of alt. COR]** is hereby authorized to act on your behalf. If this individual is not available to carry out your COR responsibilities during your absence, notify the CO as soon as possible to discuss alternatives. To ensure minimal disruptions, please notify the contractor and the CO as soon as possible, when you will be unavailable to discharge your COR responsibilities for a period of more than two weeks. If the alternate is not available in your absence, direct the contractor to receive any guidance from the CO.
- D. Assistance with COR Duties. As you carry out your COR duties, you may enlist the assistance of others, but such assistance has limits. For example, you may ask others to conduct fact-finding, provide you with analyses or interpretations of technical requirements, assist with performance monitoring, or make recommendations to you regarding actions you may take as COR. However, anyone assisting you must not take any action that directly affects the contractor's rights or ability to perform under the terms of the contract, including (but not limited to) providing interpretations of technical requirements to the contractor. The COR and alternate COR are the only persons authorized to provide technical direction to the contractor. The ultimate responsibility for any actions taken, by you or others assisting you, remains with you.
- E. Duration of COR Designation. This designation is effective for the life of the contract or order referenced on the first page of this designation letter, unless the CO revokes it in writing; you resign from this position; you transfer to a new position in which you no

longer have technical cognizance for this activity; or your FAC-COR certification expires. If you cannot fulfill your responsibilities as COR for any reason (for example, transfer to another post or your certification expires), please notify the CO as soon as possible in order to ensure the timely designation of a successor.

#### **IV. TRAINING**

USAID has a COR/AOR Certification Program with formal classroom courses that complies with USAID internal policy and FAC-COR requirements. ADS Chapter 458 establishes the Agency's policy and required procedures for COR certification. You are also required to complete at least 40 hours of Continuous Learning Points (CLPs) every two years in order to maintain your certification. Failure to complete the required continuous learning requirements and maintain your certification will result in the expiry of your COR certification and loss of authority to perform COR functions.

#### **V. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST**

As an employee of the Federal Government, you must respect and adhere to the principles of ethical conduct set forth in Title 5 of the Code of Federal Regulations, Part 2635—Standards of Ethical Conduct for Employees of the Executive. (See 22 CFR 2635 at <http://www.gpoaccess.gov/cfr/index.html>.) As a COR, you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests in violation of 18 U.S.C. 208 and/or 5 CFR 2635.401 and 5 CFR 2635.501 that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the CO, and the Assistant General Counsel for Ethics Administration (GC/EA, see <http://inside.usaid.gov/AGC/EA/> for more information) **[Note: This information is only available on the intranet and is for internal use only.]** of this conflict so that appropriate action may be taken. As COR, you must avoid the appearance of such conflict in order to preserve public confidence in the U.S. Government employee's conduct of business. Furthermore, you agree to be aware of the post-employment restrictions on former USG employees, including Personal Service Contractors, found in 18 U.S.C. 207 and 41 U.S.C. 423, to detect possible violations.

**[INTENTIONALLY LEFT BLANK]**

## ACKNOWLEDGEMENT

Your signature below confirms that you:

- (1) Accept this appointment,
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner,
- (3) Are certified in FAITAS and have completed the COR/AOR certification program, which includes:
  - Acquisition and Assistance (A&A) Management for COR/AORs course (A&A 104) and its prerequisite course;
  - Programming Foreign Assistance;
  - Web-based Phoenix Accruals on-line course;
  - Web-based COR/AOR on-line course;
  - 40 hours of continuous learning points, as required, and
- (4) Meet all the eligibility requirements in ADS 302.3.4.15 (a).

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS COR:

\_\_\_\_\_  
CONTRACTING OFFICER'S  
REPRESENTATIVE

\_\_\_\_\_  
DATE

After signing, return this original memorandum (and retain a copy) to me within \_\_\_\_\_ days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
DATE

cc:

[insert name of alt. COR], Alternate COR  
[ ], Paying office or Mission Controller  
[ ], COR's supervisor  
[Insert Contractor name], Contractor

**Alternate Contracting Officer's Representative's (COR's) Designation –  
Contract/Task Order Administration**

TO: [insert name of alt. COR]

REF: Contract/Task Order Number [Insert Contract # and TO, if applicable] with [Insert Contractor name]

**ACKNOWLEDGEMENT**

Your signature below confirms that you

- (1) Accept this appointment,
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner,
- (3) Understand that you are only authorized to perform these duties in the absence of the COR
- (4) Are certified in FAITAS and have completed the COR/AOR certification program, which includes:
  - Acquisition and Assistance (A&A) Management for COR/AORs course (A&A 104) and its prerequisite course;
  - Programming Foreign Assistance;
  - Web-based Phoenix Accruals on-line course;
  - Web-based COR/AOR on-line course;
  - 40 hours of continuous learning points, as required, and
- (5) Meet all the eligibility requirements in ADS 302.3.4.15 (a).

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS ALTERNATE COR:

\_\_\_\_\_  
ALT. CONTRACTING OFFICER'S  
REPRESENTATIVE

\_\_\_\_\_  
DATE

After signing, return this original memorandum (and retain a copy) to me within \_\_\_\_\_ days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
DATE

cc: [                    ], Paying office or Mission Controller  
[                    ], Alternate COR's supervisor

302mar\_063015