

Guide to Judiciary Policy

Vol 14: Procurement
Ch 7: Contract Administration

Appx 7E: Sample COR Appointment Memorandum

[Insert Date]

MEMORANDUM

To: [Insert COR Name]

From: [Insert Name], Contracting Officer

RE: Designation of Contracting Officer's Representative (COR) for [Insert Purchase Order/Contract/Award Number]

You are hereby designated as COR in connection with the performance of the subject award. If, at any time, you will be unavailable or unable to perform the contract oversight responsibilities outlined below, you must immediately notify the contracting officer so that provision can be made for appointment of a new COR, on either a temporary or permanent basis, as appropriate.

A. DESIGNATION OF COR

This designation sets forth in detail the full extent of the COR's authority and limitations therein. The designation does not change or supersede the established line of authority and/or responsibility of any organization. Changes in the designated COR will be made by the Contracting Officer (CO) by a contract modification and letter appointment as the need arises. The appointment as COR applies to the subject award only, and shall terminate on completion of that award.

B. SCOPE OF SPECIFIC RESPONSIBILITIES

1. Coordinating actions relating to funding and changes in the contract requirements;
2. Monitoring the contractor's performance to ensure that performance is in accordance with the stated requirements of the contract;

3. Confirming in writing any oral technical instructions to the contractor with a copy to the contracting officer;
4. Assuring that changes in the work or services, and resulting effects on the delivery schedule, are formally reflected by a written modification issued by the CO **before** the contractor proceeds with the changes;
5. Assuring prompt review of draft reports (if any are required) and providing any comments to the contractor promptly so the contractor can finalize them within the specified completion date;
6. Assuring prompt inspection and acceptance or rejection of all delivered products or services;
7. Maintaining a working file for the administration of the subject award;
8. Informing the CO when the contractor is behind schedule, with the reasons for the delay (if known), and coordinating with the CO on any corrective action taken;
9. Informing the CO of any unsatisfactory performance by the contractor;
10. Furnishing to the CO a copy of notes of meetings held with the contractor and any correspondence with the contractor, and coordinating with the CO on the content of any contractually significant correspondence addressed to the contractor in order to prevent misunderstandings or the creation of a condition that may become the basis of a claim.
11. Monitoring invoices and payments, and ensuring invoices reflect accurately work completed in accordance with the requirements of the subject award and certifying acceptance of the work being invoiced;
12. Furnishing the CO notice of satisfactory completion;
13. Reporting to the CO any suspected procurement frauds, bribery, conflicts of interest, or other improper conduct by the contractor;
14. Assuring that the contractor has access to the judiciary facility, if required for performance of the contract, as well as appropriate clearances for personnel;
15. Reviewing and recommending to the contracting officer approval/disapproval of contractor requests for public release of information regarding work being performed under the subject award;

16. Evaluating contractor requests for approval of travel, if the contract authorizes travel as a reimbursable expense.

C. EXCLUSIONS FROM COR AUTHORITY AND RESPONSIBILITIES

A COR is expressly excluded from performing or being responsible for the following:

1. Re-delegating any of the above responsibilities without the written approval of the contracting officer;
2. Making commitments or promises to the contractor relating to any other awards;
3. Modifying the stated terms of the subject award;
4. Approving items of cost not specifically authorized by the subject award;
5. Directing changes to the required work;
6. Executing supplemental agreements or modifications on behalf of the judiciary;
7. Rendering a decision on any dispute or any question of fact under the Disputes provision of the subject award;
8. Taking any action with respect to a termination, except to coordinate with the CO when termination actions become appropriate;
9. Authorizing delivery or disposition of judiciary-furnished property not specifically authorized by the subject award;
10. Discussing procurement plans or any other advance information with the contractor that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.

Violation of the foregoing may give the appearance that the judiciary is not acting in good faith. Commitments made to contractors by other than duly appointed COs can result in protests by other companies as well as embarrassment to the judiciary.

Please sign and date the acknowledgment below and return one original signed copy of the acknowledgment to the Contracting Officer and retain this memo for your records and future reference.

Acknowledgment of COR Appointment:

The undersigned acknowledges and accepts the responsibilities and authority delegated as the Contracting Officer's Representative as described in this memorandum for the subject award, and confirms that I have completed the required COR training.

Contracting Officer's Representative:

Signature

Date