



Joint Task Force National Capital Region Medical **INSTRUCTION**

NUMBER 1135.01
JUL 18 2011

J-1

SUBJECT: Contracting Officer's Representative (COR)

- References:
- (a) JTF CAPMED-D 5101.01, "Administration/Personnel Decision Making Committee (APDMC) Charter," May 20, 2010
 - (b) Sections 210.602-2, 242.2, 242.302, and 252.201-7000 of the Defense Federal Acquisition Regulation Supplement
 - (c) DoD 5500.7-R, "Joint Ethics Regulation (JER)," August 1, 1993
 - (d) Subparts 37.1, 16.504(c), and 37.101 of the Federal Acquisition Regulation

1. **PURPOSE.** This Instruction, in accordance with the authority established in References (a) and (b), establishes policy and provides guidance for the appointment, limitations, responsibilities, and oversight of a COR.

2. **APPLICABILITY.** This Instruction applies to the Joint Task Force National Capital Region Medical (JTF CapMed) Headquarters and all Joint Medical Treatment Facilities and Centers in the National Capital Region (i.e., Fort Belvoir Community Hospital, Walter Reed National Military Medical Center, and the Joint Pathology Center) to which CORs, who are appointed by Procuring Contracting Officers (PCOs), are assigned.

3. **DEFINITIONS.** See Glossary.

4. **POLICY.** It is JTF CapMed policy that:

a. Contracting officers (KOs) shall appoint CORs to monitor personal service and service contracts.

(1) Only persons eligible to perform the responsibilities in Enclosure 1 shall perform COR duties.

JUL 18 2011

(2) More than one COR may be appointed to monitor different orders or contract line items under the same contract.

(3) No person with a conflict of interest, per DoD 5500.7-R (Reference (c)), shall be nominated as a COR.

b. CORs shall not:

(1) Issue delivery/task orders, or modify a contract or task order.

(2) Change or give the appearance of changing the intent or substance of an order or contract.

(3) Perform their duties in a manner that would suggest the contract is a vehicle for personal services as described in subpart 37.1 of the Federal Acquisition Regulation (Reference (d)).

(4) Interfere with contractor's personnel practices, including dealings with organized labor and subcontractors.

(5) Receive, inspect, or accept supplies or services resulting from a requirement the COR initiated.

c. Neither the nominating official nor the appointing PCO shall require the COR to:

(1) Directly or indirectly change the price/cost, fee, quantity, quality scope, delivery schedule, labor mix, or other terms and conditions of the contract, task, or delivery order.

(2) Issue delivery orders.

(3) Make or authorize any changes in the contract.

(4) Re-delegate COR authority or responsibilities.

d. An alternate Contracting Officer's Representative (ACOR) may be authorized to perform the duties and responsibilities for the primary COR in his or her absence. The nomination and appointment letters for the ACOR, as well as the contract, must expressly state that the ACOR shall act only in the absence of the primary COR. The nomination and appointment criteria, process, and training requirements are identical for primary CORs and ACORs.

e. A Technical Assistant (TA) may be appointed by the commanding officer of the requiring activity or his designee to assist the COR in executing routine administration and monitoring duties. The COR remains technically responsible for contractor performance monitoring despite the appointment of a TA.

JUL 18 2011

5. RESPONSIBILITIES. See Enclosure 1.

6. PROCEDURES. See Enclosure 2.

7. RELEASABILITY. UNLIMITED. This Instruction is approved for public release and is available on the Internet from the JTF CapMed Web Site at: www.capmed.mil.

8. EFFECTIVE DATE. This Instruction is effective immediately.



SCOTT WARDELL

Executive Director for Administrative Operations
By direction of the Commander

Enclosures

1. Responsibilities
 2. Procedures
 3. Sample COR Nomination Letter
 4. Sample COR Appointment Letter
 5. Contractor Invoice Review
 6. Sample Report of Contractor's Performance
 7. COR File Documentation
 8. Documentation Form for CAP
 9. Sample TA Appointment Letter
 10. COR Functional Review Questionnaire
 11. Contract Administration Appointments and Duties
 12. Guidelines on Federal Employees and Contractors
- Glossary

JUL 18 2011

TABLE OF CONTENTS

ENCLOSURE 1: RESPONSIBILITIES 5

ENCLOSURE 2: PROCEDURES 9

 CAP 9

 Requirements 9

 Scope 9

 CAP Documentation 9

 Pre-Solicitation Procedures 10

 Limitations and Restrictions 10

CONTRACT AWARD PROCEDURES 11

TA QUALIFICATIONS AND APPOINTMENT 11

ENCLOSURE 3: SAMPLE COR NOMINATION LETTER 12

ENCLOSURE 4: SAMPLE COR APPOINTMENT LETTER 14

ENCLOSURE 5: CONTRACTOR INVOICE REVIEW 17

ENCLOSURE 6: SAMPLE REPORT OF CONTRACTOR'S PERFORMANCE 18

ENCLOSURE 7: COR FILE DOCUMENTATION 20

ENCLOSURE 8: DOCUMENTATION FORM FOR CAP 22

ENCLOSURE 9: SAMPLE TA APPOINTMENT LETTER 27

ENCLOSURE 10: COR FUNCTIONAL REVIEW QUESTIONNAIRE 29

ENCLOSURE 11: CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES 31

ENCLOSURE 12: GUIDELINES ON FEDERAL EMPLOYEES AND CONTRACTORS 35

GLOSSARY 39

 PART I. ABBREVIATIONS AND ACRONYMS 39

 PART II. DEFINITIONS 39

JUL 18 2011

ENCLOSURE 1

RESPONSIBILITIES

1. NOMINATING OFFICIALS. Nominating officials shall:

a. Ensure that the nominated COR has completed or will have completed COR training and certification prior to appointment, and that the individual possesses expertise consistent with the duties to be assigned.

b. Issue a nominating letter to the PCO prior to performance of contract execution duties by the nominee. A sample nomination letter is included as Enclosure 3. The nomination letter shall contain:

(1) A description of the duties to be performed by the nominee. Duties assigned shall be applicable to the contract, line item, or order. If the nominee will be serving as ACOR, the nomination letter shall so state.

(2) Confirmation by the nominee that he or she:

(a) Is familiar with the particular technical requirements of the contract or order, and that these requirements are consistent with his or her own technical expertise.

(b) Understands the COR responsibilities, limitations, and the contents of subparts 201.602-2, 242.2, and 242.302 of Reference (b) and Reference (d), as applicable.

(c) Has completed or will have completed required COR training.

c. Provide timely notice to the appointing PCO when the COR must be replaced or the appointment terminated, such as if a conflict of interest develops or the COR is transferred.

2. PCOS. PCOs shall:

a. Prior to appointing a COR, ensure the nominee has completed COR training; verify the date COR training was received; and ensure the nominee understands the duties, responsibilities, and limitations of his or her role in providing technical assistance in the administration of the contract to which he or she is appointed.

b. If concurring with a nomination, make the appointment through issuance of a separate appointment letter. A sample is included as Enclosure 4.

(1) Appointments may be made for the total contract, at the delivery/task order level, or other appropriate sub-level as determined by the PCO.

JUL 18 2011

(2) The appointment letter must be a complete and stand-alone document; therefore, either repeat or enclose the nomination letter, responsibilities, and limitations.

(3) PCOs may add, delete, revise, or elaborate on the COR responsibilities contained in the nomination letter as necessary. The enclosed samples are not all inclusive and should be tailored to the appointment.

(4) The letter shall contain the following:

(a) The contract/line item/order number to which the COR is being appointed.

(b) The period covered by the appointment.

(c) A statement that COR duties are not redelegated.

(d) A statement that the COR may be personally liable for unauthorized acts.

(e) A statement that the COR's signature on the appointment letter certifies the information as correct to the best of his or her knowledge.

c. Develop a Contract Administration Plan (CAP), which will delineate responsibilities for specific administration functions. Development of a CAP requires coordination with the requiring activity, the Contract Administration Office (CAO), and personnel from any Government activity necessary for efficient and effective administration. See Enclosure 2.

d. Ensure a single individual performs only one of the following functions:

(1) Initiation of the requirement.

(2) Award of contract or placement of order.

(3) Receipt, inspection, and acceptance of supplies or services.

e. If circumstances preclude an individual from performing a single function, at a minimum, ensure the individual responsible for the award of a contract or placement of an order does not perform the receipt as well as the inspection and acceptance function.

f. Withhold or terminate COR appointment when there is reason to believe the appointment would not be in the best interests of the government. When appointments are withheld or terminated, the PCO will immediately notify the nominating official of the reason(s) (i.e., conflict of interest, inadequate training or experience).

g. Include the COR's name, official address, e-mail address, and telephone number in a suitable contract or order clause.

JUL 18 2011

h. Ensure the contractor receives a copy of the appointment letter per subpart 252.201-7000 of Reference (b).

i. Meet with and review the COR's files and adherence to appointed duties annually.

j. Provide a copy of the contract, any modifications, and any additional guidance as needed to the COR.

k. Modify contracts when appointments have been terminated.

l. Understand PCO roles and responsibilities when Contractor Performance Assessment Reports (CPARs) are required.

3. CORs. CORs shall:

a. Perform the duties and comply with the responsibilities and limitations specified in the COR appointment letter, including the documentation of actions taken under such delegation of authority, and inform the PCO when they will be unavailable to perform their duties.

b. Maintain an arms-length relationship with contractor employees.

c. Identify contract requirements and changes as they occur.

d. Avoid conflict of interest or any appearance of a conflict of interest. If a conflict or the perception of a conflict of interest develops, notify the appointing PCO and nominating official and deputy Agency ethics official immediately.

e. Adhere to the statutes and regulations governing standards of conduct.

f. If a TA is appointed, ensure information received from the TA is accurate and complete and ensure the TA maintains a non-personal relationship with the contractor.

g. When CPARs are required, understand the COR role and responsibilities. A COR may be the assessing official on the contract responsible for preparing a quality narrative to accompany the CPAR rating. The COR will be the assessing official making a dedicated effort to thoroughly describe the circumstances surrounding the rating.

h. Pay particular attention to the timely review of invoices to ensure that labor hours, labor mix, materials (if any), travel, and other direct costs identified and consistent and reasonable for the effort completed during the period covered by the invoice. Upon completion of the review, prepare the Contractor Invoice Review form (see Enclosure 5) and submit copies to the PCO/Administrative Contracting Officer (ACO) (ordering officer and the Defense Contract Audit Agency (DCAA)).

JUL 18 2011

i. Submit a written report to the KO and ordering officer on the contractor's performance. This report shall be submitted 60 days prior to contract (task/delivery order) completion, but in no event less than annually. This report may be compiled from the COR file documentation and should address all aspects of contractor performance including cost effectiveness, quality, and timeliness. A sample report is included in Enclosure 6.

j. Maintain a COR file by contract and/or task/delivery order that contains documentation relative to the actions taken by the COR. A complete list of documentation to be included in the COR file is found in Enclosure 7.

JUL 18 2011

ENCLOSURE 2

PROCEDURES

1. CAP

a. Requirements. A CAP is required when:

(1) A COR is to be appointed under the contract.

(2) The PCO will delegate authority to the requiring activity to perform specific duties or significant tasks related to contract administration (e.g. property administration) other than inspection and acceptance.

b. Scope. When it is determined that a CAP is required, a CAP shall be developed for the specific contract. A master CAP may be established that covers a group or type of requirements from an individual activity where assignment of contract administration functions (to PCO, ACO, COR, ordering officer) are similar. A master CAP may also be appropriate for multiple awards under single solicitation such as discussed in subpart 16.504(c) of Reference (d).

c. CAP Documentation. The documentation form for the CAP (Enclosure 8, Part I) provides a format to assist with submission of information required below. Concurrent with submitting the Request for Contractual Procurement (RCP)/Purchase Request (PR), the requiring activity shall:

(1) Identify those specific areas of the proposed contract effort where specific technical expertise is required to ensure quality, satisfactory performance, and successful contract completion.

(2) If a COR is deemed necessary for contract performance, nominate a COR per the following guidance. A copy of the signed nomination letter shall be provided to the PCO.

(a) When the contracting activity and the requiring activity are different, the COR shall be nominated by the requiring activity commander/commanding officer or designee. When the PCO and COR are in the same activity, the COR shall be nominated by the activity commander/commanding officer or designee.

(b) The nomination letter shall outline the nominee's technical qualifications and experience, the technical functions to be performed, description of the COR course taken (course synopsis or table of contents) and date completed, the relevant training experience and expertise that may qualify the candidate for COR appointment, and whether the individual's performance rating elements include the COR function (if not, an explanation of why not). A sample COR nomination letter is included at Enclosure 3. Any changes to those duties recommended in the nomination letter shall be discussed and agreed to by the requiring activity commander/commanding officer and the KO prior to issuing the appointment letter.

JUL 18 2011

(3) State specific duties, qualifications, and proposed limitations and responsibilities of Ordering Officers for indefinite delivery type contracts (IDTCs).

(4) Briefly explain procedures established or actions taken that will ensure satisfactory performance of personnel at the requiring activity. This explanation will assist the PCO in developing the CAP.

(5) Identify any repetitive or similar requirements, applicable to one activity, so that the master CAP may be developed by the PCO and subsequently submitted with an RCP/PR as master CAP documentation. If modification of the master CAP is necessary for the specific requirement involved at the time of submission of the RCP/PR, such information shall be provided so that an addendum to the master CAP may be developed by the PCO for the instant requirement.

d. Pre-Solicitation Procedures. Upon receipt of the information provided above, the PCOs shall:

(1) Complete Enclosure 8, Part II, coordinating with the requiring activity, the CAO, and any others concerned. Pertinent areas of contract administration shall be assigned to each party in this Instruction.

(2) Develop the CAP. State those functions that are specifically delegated to each party (PCO, CAO, COR, ordering officer, etc). It is not necessary to state detailed procedures to be used by each party to perform those functions; however, the CAP must be sufficient to ensure that all contract administration functions are assigned, suit the specific circumstances of the contract, and give due consideration to the type of contract, the place of performance, the period of performance and inspection and acceptance criteria to be stated in the contract.

(3) For IDTCs, in addition to the above:

(a) Include proper procedures and restriction or limitations on placing orders.

(b) Address procedures to be used to select sources for individual orders when issuing orders under multiple award contracts (see subpart 16.505(d) of Reference (d)).

(c) Identify the exception specified in subpart 16.504(c) of Reference (d) when multiple awards under a single solicitation are not practicable.

e. Limitations and Restrictions. The CAP shall be developed per the following guidelines for delegation of authority:

(1) Only the PCO, ACO, or ordering officer (within his or her specific delegation) shall have the authority to request proposals, negotiate prices, and obligate the Government. The COR does not have the authority to take any action, either directly or indirectly, that could change the price/cost or fee, quantity, quality, scope, delivery schedule, labor mix, or other terms

JUL 18 2011

and conditions of the contract and/or task delivery order. The COR must also maintain an arms-length relationship with the contractor to help ensure that services remain non-personal.

(2) The initiating of requirements; award of contracts/orders; and inspection and acceptance, receipt, and certification of invoices should be performed by separate individuals. Such separation of function is essential to avoid the potential for fraud, waste, and abuse, and any appearance of mismanagement of Government funds or conflict of interest.

(3) COR duties shall specifically relate to the technical expertise and/or the technical assistance provided to the contract administration functions. A technical direction letter (TDL) shall be issued for the sole purpose of providing technical direction and/or clarification of the Statement of Work (SOW) within the contract. A TDL shall not address new work, cost, fees, or Government estimates, nor should it reiterate the language contained in the basic contract unless technical clarification is being provided. Oral technical direction may be issued only in emergency circumstances and shall be confirmed by issuance of a written TDL within 2 working days.

(4) Consideration must be given to all contract administration functions, including those listed in subparts 242.2 and 242.302 of Reference (b), as well as those unique to the specific requirement. Each function shall be assigned to an authorized representative of the Government.

2. CONTRACT AWARD PROCEDURES

a. The PCO shall appoint the COR in writing and identify the COR in the contract award document.

b. For award of IDTCs, verify the ordering authority of the activity/activities that will be authorized to place task orders under IDTC with the appropriate Procurement Performance Management Assessment Program staff, and designate the authorized ordering activity/activities (by title, activity, code address, and phone number) in the contract award document.

c. Proceed with all other required contract award procedures.

3. TA QUALIFICATIONS AND APPOINTMENT

a. Before appointment, ensure TAs have the appropriate training and experience. The successful completion of COR training is strongly recommended for all TAs.

b. Appointment of TAs must be in writing and must set forth the TA's responsibilities and limitations (a copy of the letter is included in Enclosure 9). Duties that may be assigned to an TA include ensuring the contract verification system processes all contractors prior to their date on board.

JUL 18 2011

ENCLOSURE 3

SAMPLE COR NOMINATION LETTER

For: (PCO of applicable JTF CapMed activities)

From: (Commanding Officer of requiring activity)

Subject: Nomination of Contracting Officer's Representative (COR)

Ref: (a) JTF CAPMED-I 1135.01, "Contracting Officer's Representative (COR)"

1. Pursuant to Reference (a), I hereby nominate Mr./Ms. _____ as the COR for the contract resulting from requisition number _____ to acquire _____ supplies/services in support of _____.

2. Mr./Ms. _____ qualifications are:

3. Mr./Ms. _____ title, code, business address, e-mail address and phone number are:

4. In case of any problems, disagreements, or other questions pertaining to the COR's performance of duties you may contact _____.

5. Mr./Ms. _____ has/has not completed DoD approved COR training. He or she attended/is scheduled to attend the COR course in (month, year).

6. The individual performance rating elements of Mr./Ms. _____ include/do not include the COR function (if not, why not).

7. If an Alternate COR (ACOR) is to be appointed to act in the absence of the COR, also provide the information requested in paragraphs 1 through 6 for the ACOR.

8. I recommend that the COR be assigned the following duties:

- a. Control all Government technical interface with the contractor.

JUL 18 2011

b. Ensure that a copy of all Government technical correspondence is forwarded to the KO (ordering officer) for placement in the contract (delivery/task order) file.

c. Promptly furnish documentation on any request for change, deviation, or waiver, whether generated by the Government or the contractor, to the KO and ordering officer for their action.

d. Determine causes when the contract is not progressing as expected and make recommendations to the KO for corrective action.

e. Monitor contractor performance to ensure individual contractor employees are of the skill levels required and are actually performing at the levels charged against the contract during the performance period.

f. Monitor contractor performance to ensure that the labor hours charged against the contract are consistent and reasonable for the effort completed and that any travel charged was necessary and actually occurred.

g. Monitor Government Furnished Property (GFP). Ensure that property provided the contractor is authorized by the contract.

h. Complete the COR Report of Contractor's Performance per the schedule established in the contract administration plan for the contract.

9. Any changes to these recommended duties must be discussed with the undersigned prior to issuing the appointment letter.

Signature of Commanding Officer or Designee

JUL 18 2011

ENCLOSURE 4

SAMPLE COR APPOINTMENT LETTER

For: (COR)

From: (PCO of applicable JTF CapMed activities)

Subject: Appointment as Contracting Officer's Representative (COR)

Ref: (a) Subpart 201.602-2 and 237.1, Defense Federal Acquisition Regulation Supplement
(b) JTF CAPMED-I 1135.01, "Contracting Officer's Representative (COR)"
(c) Subpart 37.1, Federal Acquisition Regulation

1. Pursuant to subpart 201.602-2 of Reference (a) and Reference (b) and (c), you are hereby appointed as the COR for:

Contract Number _____

Contractor _____

Unless sooner terminated, in writing, by the KO, this appointment shall remain in effect for the life of the contract described above. You are responsible for providing prompt notification to the KO if, for any reason, it becomes necessary to terminate your appointment as COR. Your authority as a COR may not be redelegated.

2. As COR, you are the technical representative of the KO in the administration of the contract described above. Your duties include providing technical direction and guidance as necessary with respect to the performance of work under the contract. You are to perform your duties per subpart 201.602-2 of Reference (a), Reference (b), and Reference (c), and any amplifying instructions provided herein or provided in writing by the KO at a later date.

3. In accomplishing your duties as COR, you are cautioned to carefully monitor your actions/discussion or the actions/discussions of other Government personnel who may assist you in the performance of your duties to ensure that the contract does not become a personal services contract (see subpart 237.1 of Reference (a) and Reference (c)).

4. You are responsible for bringing any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance to the attention of the KO, ordering officer (if the contract provides for issuance of task/delivery orders), and the functional code for whom the work is being performed.

JUL 18 2011

5. You are not authorized either by this letter, subpart 201.602-2 of Reference (a), or References (b) or (c), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or task/delivery order), or to direct the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, contact the PCO or ordering officer for guidance. You must be especially cautious when providing an interpretation of specifications. The understanding reached, or the technical direction given, must be formalized in writing and copies provided to the KO (ordering officer). If notified that the contractor is of the opinion that the COR's interpretation is erroneous, the contractor shall notify the KO (or ordering officer) in writing of his or her position.

6. Specific duties, in addition to those required by subpart 201.602-2 of Reference (a) and References (b) and (c), are as follows: (this section of the COR letter shall be tailored by the KO to fit the particular contract situation. The following are examples of direction that could be used for tailoring.)

- a. Responsible for controlling all government technical interfaces with the contractor.
- b. Responsible for ensuring those copies of all government technical correspondence are forwarded to the KO (and ordering officer) for placement in the official contract (task/delivery order) file.
- c. Responsible for promptly furnishing documentation on any requests for change, deviation, or waiver (whether generated by the government or the contractor) to the KO (and ordering officer) for placement in the contract (task/delivery order) file.
- d. Responsible for reviewing contractor invoices and for completing and signing the Contractor Invoice Review form (Enclosure 5 of Reference (b)) for all contract invoices. Forward copies of the form to the PCO/ACO and the DCAA.
- e. In the event of contractor delay or failure to perform, determine the cause and make recommendations for appropriate corrective and/or preventative measures to the KO (and ordering officer).
- f. Periodically check contractor performance to ensure that the individual contractor employees are of the skill levels required and are actually performing at the levels charged during the period covered. Request assistance from DCAA as necessary through the KO.
- g. Periodically check contractor performance to ensure that the labor hours charged appear consistent and reasonable, and that any travel charged was necessary and actually occurred.
- h. Ensure that any Government-furnished property is adequately monitored and accounted for.

JUL 18 2011

i. Submit a written report on the contractor's performance, Enclosure 6 of Reference (b), to the KO (and ordering officer). This report shall be submitted within 60 days of completion of the contract (task/delivery order), but in no event less than annually.

KO Signature and Date

COR Signature (which constitutes acceptance of the
appointment and conditions thereof)

Date

(The COR shall retain one copy of this letter, signed by both parties, and shall return one copy to the KO and ordering officer within 10 days of receipt for placement in the contract (task/delivery order) file.)

JUL 18 2011

ENCLOSURE 5

CONTRACTOR INVOICE REVIEW

For: (Applicable PCO/ACO and DCAA)

From: (Applicable COR)

Subject: Invoice Review of Contract Number _____
(also identify delivery/task order number(s) as applicable)

Encl: (1) Invoice Number _____

Check Appropriate Statement:

1. _____ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the labor hours, labor mix, material (if any), travel, and other direct costs identified therein appear consistent and reasonable for the effort performed during the period covered by the invoice.

2. _____ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the following discrepancies/deficiencies are noted:

COR
(signature and date)

JUL 18 2011

ENCLOSURE 6

SAMPLE REPORT OF CONTRACTOR'S PERFORMANCE

For: (Applicable PCO or Ordering Officer)

From: (Applicable COR)

Subject: Contracting Officer's Representative (COR) Report of Contractor's Performance on Contract Number _____ or Delivery/Task Order _____ issued under Contract Number _____

Ref: (a) JTF CAPMED-I 1135.01, "Contracting Officer's Representative (COR)"

1. Performance report on (NAME OF CONTRACTOR) for subject contract for the period _____ to _____ is provided per Reference (a).

2. Type of contract: _____ (COST REIMBURSEMENT, INDEFINITE DELIVERY/INDEFINITE QUANTITY, ETC.)

3. Were all-deliverable reports received in a timely manner? Yes _____ No _____. Were they acceptable? Yes _____ No _____. If no to either questions, explain.

4. Were all of the proposed key personnel used? Yes _____ No _____. If no, explain.

5. Were all tasks completed in a timely manner? Yes _____ No _____. If no, explain.

6. Comment on the quality of the contractor's performance (be specific).

For Cost Reimbursement, Firm Fixed-Price Level of Effort, or Indefinite Delivery/Indefinite Quantity type contracts, address the following questions:

For each contract line item, list the hours proposed and the hours used in each labor category as follows:

CLIN _____

<u>Labor Category</u>	<u>Hours Proposed</u>	<u>Hours Actually Used</u>
-----------------------	-----------------------	----------------------------

Were the hours and mix of the labor categories actually used consistent with efficient and cost effective performance? Yes _____ No _____. If no, explain.

JUL 18 2011

Were travel, material, and other direct charges required for performance? Yes ____ No ____.

Were the costs reasonable for the effort received? Yes ____ No ____ . If no, explain.

Signature of COR and Date

JUL 18 2011

ENCLOSURE 7

COR FILE DOCUMENTATION

A complete COR file should contain the following documentation:

1. A duplicate copy of the COR nomination and appointment letters.
2. Documentation supporting completion of COR training.
3. A copy of the procurement request(s) with SOW. Independent Government Estimates.
4. A copy of the request for proposal and all amendments.
5. A copy of the Contractor's technical proposal.
6. Copies of pre-award correspondence.
7. A copy of the contract and all modifications.
8. A copy of all correspondence with the contractor, KO, and/or ordering officer and other Government officials involved in the contract and/or delivery/task order.
9. A record of all Government-furnished property (GFP), the date provided to the contractor, and the condition of the property when provided.
10. A copy of the Contract Administration Plan.
11. A copy of DD Form 254, "Security Specification."
12. Name, position title, phone number, e-mail address, and function of every Government person who is providing technical or administrative assistance.
13. Name, position title, phone number, and e-mail address of the alternate COR.
14. A surveillance plan describing when, where, and how surveillance is accomplished, and how the results will be used.
15. Copies of the minutes and list of attendees for each contract related meeting.
16. Copies of test reports (if applicable).
17. Contract "diary."
18. Government inspector's performance log.

JUL 18 2011

19. An outline showing any important dates.
20. Contractor inspection procedure and log (if applicable).
21. Record of unforeseeable situations, conditions, acts of God, etc. and any actions taken to minimize adverse consequences.
22. A tickler system showing all due dates.
23. Copies of all contractor performance reports.
24. Descriptions of contractor performance or provisional deficiencies and steps taken to correct them.
25. A system of documenting all labor hours, costs, and travel dollars authorized and expended.
26. Copies of all invoices and receipt documents processed from the contractor.
27. Copies of all receipt and acceptance documents processed.
28. Any additional supporting documentation.
29. Record of overall contractor performance evaluation at the end of the contract or delivery/task order.
30. Letter terminating COR appointment (if applicable).
31. Minutes of the KO's debriefing of the COR at the end of the contract.

JUL 18 2011

ENCLOSURE 8

DOCUMENTATION FORM FOR CAP

Due to the nature of the effort described in RCP/PR document number _____ for _____ type of services, specialized technical expertise is needed to ensure satisfactory contract completion. In accordance with the Defense Federal Acquisition Regulation Supplement, the following information is provided for use in developing the Contract Administration Plan (CAP) for the resulting contract.

Part I – (To be completed by the Requiring Activity)

CIRCLE ONE
YES NO REMARKS

1. What type of service is to be acquired: (The complete description is included in the SOW.) Give executive summary below: YES NO _____

Specify: _____

a. Acquiring & Managing Consulting Services YES NO _____
(If yes, specify category in remarks column)

b. Commercial Activity (CA) YES NO _____

c. Commercial Industrial Services (CIS) YES NO _____

d. Other (Specify) YES NO _____

2. What areas of effort require specific technical expertise to ensure efficient contract administration?

a. Monitoring contractor performance. YES NO _____

b. Technical guidance to contractor during performance. YES NO _____

c. Inspection criteria/determination or acceptability drafts of data deliverables/reports. YES NO _____

d. Special personnel coordination. YES NO _____

e. Other (Specify) YES NO _____

JUL 18 2011

3. What activity in-house expertise is available to assist in the contract administration?

- | | | | |
|--|-----|----|-------|
| a. Project Manager (Name & Position) | YES | NO | _____ |
| b. Ordering Officer (Specify) | YES | NO | _____ |
| c. Contracting Officer's Representative (COR) (Attach Nomination letter) | YES | NO | _____ |
| d. Technical Specialist | YES | NO | _____ |
| e. Government Property Administrator | YES | NO | _____ |
| f. Other (Specify) | YES | NO | _____ |

4. Where will the contractor be required to perform?

- | | | | |
|--|-----|----|-------|
| a. On Government Installation. | YES | NO | _____ |
| b. Contractor's Site. | YES | NO | _____ |
| c. Various locations
(Attach a list specifying locations) | YES | NO | _____ |

For IDTCs, complete the following:

5. Who will prepare the task order SOW(s)?

- | | | | |
|---|-----|----|-------|
| a. Technical Specialist | YES | NO | _____ |
| b. COR | YES | NO | _____ |
| c. Various individuals for the COR (Identify individuals) | YES | NO | _____ |
| d. Ordering Officer (Identify individual) | YES | NO | _____ |
| e. Other (Specify) | YES | NO | _____ |

6. Who will prepare the Independent Government estimate?

- | | | | |
|--------------|-----|----|-------|
| a. COR _____ | YES | NO | _____ |
|--------------|-----|----|-------|

JUL 18 2011

b. Other (Specify)

YES

NO

7. Who will provide the appropriate accounting and appropriation data? Specify how.

8. What type of funding is to be provided?

9. Who will request a proposal for an order if one is needed? Specify how. Who will review the proposal?

10. Who will issue task orders?

11. Who will inspect the services?

12. Who will accept the services on behalf of the government?

SIGNATURES

DATE

Prepared By:

Reviewed By:

Approved By:

The responses describe the extent of expertise and availability within this activity. They are to be considered by the PCO in developing the Contract Administration Plan (CAP). I agree that successful contract administration will require the expertise available to this activity.

Signature:

DATE

Typed Name and Title

JUL 18 2011

Part II – (To be completed by the PCO)

1. Who is the government's point of contact responsible for the following:

- a. Solicitation information/questions? _____
- b. Pre-award information? _____
- c. Technical questions before award? _____
- d. Technical questions after award? _____
- e. Post-award conference? _____
- f. Authority to begin performance? _____
- g. Authority to proceed in emergency? _____
- h. Monitoring the services performed? _____
- i. Monitoring the direct cost of labor, materials, travel, etc or other than firm fixed contracts?

- j. Monitoring of indirect cost on other than firm fixed contracts? _____
- k. Monitoring of contractor's labor relations? _____
- l. Inspection of services? _____
- m. Acceptance of services? _____
- n. Subcontract approval? _____
- o. Travel authorization? _____
- p. Overtime authorization, if allowed under the contract? _____
- q. Monitoring of security requirements? _____
- r. Government furnished property/material? _____
- s. Other special requirements (Specify)? _____

JUL 18 2011

2. What are the COR's specific duties? _____

3. If this is an IDTC, are there "minimum" and "maximum" designated for hours, orders quantities, etc.? _____

If yes, who will monitor to ensure the maximum is not exceeded and the minimum is ordered?

4. If this is an IDTC, are there multiple awards? _____

If so, has a COR been appointed for each award? _____

5. Identify the schedule for submission of COR's written evaluation of contractor performance to the PCO. _____

6. How is the COR to be reviewed for satisfactory performance under the contract? _____

From this checklist, the contract administration plan was developed for solicitation/contract number _____.

SIGNATURES

DATE

Prepared By: _____

Reviewed By: _____

Approved By: _____

JUL 18 2011

ENCLOSURE 9

SAMPLE TA APPOINTMENT LETTER

For: (TA)

From: (Commanding Officer or designee of requiring activity)

Subject: Appointment as Technical Assistant (TA) to the Contracting Officer's Representative (COR)

Ref: JTF CAPMED-I 1135.01, "Contracting Officer's Representative (COR)"

1. Pursuant to Reference (a), you are hereby appointed as a TA to the COR for:

Contract Number: _____

Contractor: _____

COR: _____

2. As TA, you are assigned to provide technical assistance and support to the COR in the administration of the contract described above. You may assist the COR in executing assigned inspection and monitoring duties; however, you may not provide any technical direction or clarification directly to the contractor. Any need for technical direction or clarification should be brought to the attention of the COR for appropriate action. You are to perform your duties in accordance with Reference (a) and amplifying instructions provided herein.

3. In accomplishing your duties as a TA, you are cautioned to carefully monitor your behavior/actions to ensure that the contract does not become a personal service contract through your actions.

4. You are not authorized, either by this letter or by Reference (a), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or task/delivery order) or the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, immediately stop discussions and notify the COR.

5. Your specific duties are as follows: (This section of the TA letter should be tailored to address the specific duties the COR wants the TA to perform. The following are examples of duties that may be assigned to the TA.)

JUL 18 2011

- a. Identify contractor deficiencies to the COR.
- b. Review contract/task/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract/task/delivery order per the format and procedures prescribed by the COR.
- d. Identify contractor noncompliance with reporting requirements to the COR.
- e. Evaluate the contractor's proposals for specific task/delivery orders and identify problems/areas of concern/issues to be discussed during negotiations to the COR.
- f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs and provide the COR with recommendations to facilitate COR certification of the invoice.
- h. Provide the COR with timely input regarding technical clarifications for the SOW, possible technical direction to provide the contractor, and recommend corrective actions.
- i. Provide detailed written reports to any trip, meeting, or conversation to the COR subsequent to any interface between the TA and the contractor.

 Commanding Officer
 (or Authorized Representative)

 TA Signature (which constitutes acceptance of
 the appointment and conditions thereof)

 Date

(The TA shall retain one copy of this letter, signed by both parties, and provide one copy to the KO (ordering officer) for retention in the contract (task/delivery order) file, one copy to the COR for retention in the COR's contract file, and one copy to the initiating official. Distribution to be complete within 10 days of receipt.)

ENCLOSURE 10

COR FUNCTIONAL REVIEW QUESTIONNAIRE

(To be completed by COR)

COR's Name: _____

Contract Number: _____

Type of Contract: _____

- | | CIRCLE ONE | |
|--|------------|----|
| | YES | NO |
| 1. Have completed an approved COR course? | YES | NO |
| 2. Do you have an appointment letter? | YES | NO |
| 3. Do you have a copy of the contract? | YES | NO |
| 4. Do you conduct floor checks? | YES | NO |
| 5. Do you review/approve invoices? | YES | NO |
| 6. Do you check contractor's time cards? | YES | NO |
| 7. Do your COR duties include the Administration of GFP? | YES | NO |
| If the answer to 7 is YES, Complete the following: | | |
| Do you have a list of GFP? | YES | NO |
| Does contractor have possession of GFP? | YES | NO |
| Do you know the procedures to be followed for disposal of GFP? | YES | NO |
| 8. Do you initiate requirements? | YES | NO |
| 9. Do you know and understand the concept of constructive change? | YES | NO |
| (Constructive change occurs when a KO or other Government Official (e.g., COR) by conduct, causes a contractor to perform changed work. Such conduct may be a basis for a claim by the contractor. An example is requiring the contractor to perform contrary to the contractor's correct interpretation of the contract.) | | |
| 10. Has the contractor provided a material cost breakdown for the contract? | YES | NO |
| 11. For T&M/labor hour contracts, is material cost incidental to performance? | YES | NO |

JUL 18 2011

12. Are other costs incurred and allowable?	YES	NO
13. Does the COR review and certify that the costs/price invoiced are reasonable for the work performed or travel authorized?	YES	NO
14. Do Commercial Paper Funding Facility contracts include a clause for payment of fixed fee?	YES	NO
15. Is there evidence in the file that work was authorized without benefit of a formal contractual agreement?	YES	NO

JUL 18 2011

ENCLOSURE 11

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

1. The following sample "text" should be inserted in section G of solicitations and contracts when a COR will be designated. It should be used in conjunction with subpart 252.201-7000 of Reference (b). This text identifies the assigned duties of each individual involved in the administration of the contract and may be modified, as necessary, to fit the needs of the specific procurement.

2. In order to expedite administration of this contract/order, the following delineation of contract administration appointment and duties is provided including the names, addresses, e-mail addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

3. PCO is responsible for:
 - a. All pre-award information, questions, or data.
 - b. Freedom of information inquires.
 - c. Change/question/information regarding the scope, terms or conditions of the basis contract document; and/or
 - d. Arrange the post award conference (See subpart 42.503 of Reference (d)).

Name:
Address:
E-Mail:
Phone:

4. The CAO is responsible for matters specified in subpart 42-302 of Reference (d) and subpart 242.302 of Reference (d), except in those areas otherwise designated herein.

JUL 18 2011

Name:
Address:
E-Mail:
Phone:

5. The DCAA is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name:
Address:
E-Mail:
Phone:

6. Paying Office is responsible for payment of proper invoices after acceptance is documented.

Name:
Address:
E-Mail:
Phone:

7. The COR is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site.
- b. Technical advice/recommendations/clarification on the SOW.
- c. The SOW for delivery/task orders place under this contract.
- d. The independent government estimate of the effort described in the definitized SOW.
- e. Quality assurance of services performed and acceptance of the services or deliverables.
- f. GFP.
- g. Security requirements on Government installation.

JUL 18 2011

Name:
Address:
E-Mail:
Phone:

5. The DCAA is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name:
Address:
E-Mail:
Phone:

6. Paying Office is responsible for payment of proper invoices after acceptance is documented.

Name:
Address:
E-Mail:
Phone:

7. The COR is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site.
- b. Technical advice/recommendations/clarification on the SOW.
- c. The SOW for delivery/task orders place under this contract.
- d. The independent government estimate of the effort described in the definitized SOW.
- e. Quality assurance of services performed and acceptance of the services or deliverables.
- f. GFP

- g. Security requirements on Government installation.
- h. Providing the PCO or his or her designated ordering officer with appropriate funds for issuance of the delivery/task order.
- i. Certification of invoice for payment.

8. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the KO (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the KO has issued a modification to the contract or, in the case of a delivery/task order, until the ordering officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved.

9. The COR is not an ACO and does not have the authority to direct the accomplishment of effort which is beyond the scope of the SOW in the contract or delivery/task order.

Name:
Address:
E-Mail:
Phone:

10. In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the ACOR listed below:

ACOR Name:
Address:
E-Mail:
Phone:

11. The Ordering Officer is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued.
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the delivery/task order.

JUL 18 2011

- d. Authorization for use of overtime.
- e. Authorization to begin performance.
- f. Monitoring of total cost of delivery/task orders issued.

12. The following limitations/restrictions are place on the ordering officer:

- a. Type of order issued is limited by this contract to _____ pricing arrangements.
- b. No order shall be placed in excess of without the prior approval of the PCO.
- c. No order shall be placed with delivery requirements in excess of _____.

Name:
Address:
E-Mail:
Phone:

JUL 18 2011

ENCLOSURE 12

GUIDELINES ON FEDERAL EMPLOYEES AND CONTRACTORS

1. The following guidelines explain the roles of government employees and contractors more fully. Contractors are not Federal employees, and Federal employees may not interact with contractor personnel as if there is an employer-employee relationship. Federal employees DO NOT:

- a. Supervise contractor employees.
- b. Participate in interviewing contractor personnel.
- c. Review, approve, or select resumes for personnel provided by the contractor.

2. Federal employees DO NOT:

- a. Hire, fire, or discipline contractor personnel.
- b. Schedule individual contractor personnel hours.
- c. Reassign contractor personnel.
- d. Grant or deny contractor personnel leave requests; however, they have the right and obligation to know who and when personnel will be on-site.
- e. Assess performance or individual contractor personnel.
- f. Provide performance feedback on individual contractor personnel.
- g. Provide input for contractor employee annual or periodic performance appraisals.
- h. Provide or discuss contractor employee performance and career development plans.
- i. Provide training not stipulated in the contract to contractor personnel without coordination with the KO and/or Office of General Counsel (OGC).
- j. Provide any rewards or awards to contractors.

3. Federal employees can forward personnel concerns to the KO and/or COR, who are charged with communicating issues to the contractor.

JUL 18 2011

4. Only authorized COs and purchase cardholders may solicit and negotiate services from contractors. The consequences of other individuals soliciting or negotiating services include additional documentation and delays as well as personal liability.

5. Contractor personnel cannot perform inherently governmental functions. This means that Federal employees cannot request or allow contractor personnel to:

- a. Represent the government.
- b. Supervise or direct Federal employees.
- c. Determine what supplies/services are to be purchased by the government.
- d. Negotiate or obligate the government to pay for goods or services.
- e. Determine Federal program priorities, draft strategic plans, and perform other functions involving the exercise of discretion in applying governmental authority or value judgments.

6. Federal employees must ensure that the work stipulated in the contract is performed in accordance with the terms and conditions of the contract. The contract defines the government's obligations and the contractor's responsibilities. Contractors do not have "other duties as assigned."

a. Federal employees cannot:

- (1) Require, agree, or encourage performance of service outside scope of the contract.
- (2) Request contractor personnel to perform prior to obligation of funding by the KO.
- (3) Perform the contractor's work/obligations to provide contractor personnel government resources, including other contractor services, training, government-owned vehicles, or supplies, except as stipulated in the contract.

b. Federal employees must:

- (1) Ensure that hours/services required under the contract are provided.
- (2) Ensure that the government is billed properly for direct labor. That includes:
 - (a) Only for time spent working on direct contract requirements. Generally, contractor employees may not be authorized to bill direct labor for teambuilding or other activities.

JUL 18 2011

(b) Not putting contractor employees in position of taking unpaid leave in order to be viewed as part of the team.

7. Federal employees have a duty to conserve and protect government resources, and must ensure GFP, facilities, and resources are used only for contract performance. Federal employees may not give preferential treatment or endorse any product, service, individual, or company.

8. Federal employees cannot provide information to contractor employees except as required for contract performance and as authorized to distribute the information. Contractors must submit Freedom of Information Act requests for information not necessary for performance set forth in the contract. Only COs may release source selection information. Proprietary data being used by the Government may not be shared without the express or implied consent of the owner of the data.

9. Federal employees cannot allow contractors to use the agency's name, seal, or acronym in connection with commercial activity unless approval is obtained. Contractor employees may not use government business cards or business cards that state or imply that they are Federal employees.

10. Federal employees may never solicit gifts from contractor employees and may not accept gifts of value, including local transportation, unless an exception to the gift rule applies. Federal employees may not accept group gifts purchased with or funded by contributions from contractor employees.

11. Contractor personnel use of GFP (government computers, telephones, etc.) is subject to the terms of the contract. Contractors cannot use GFP for:

- a. Outside business activities.
- b. Personal activities.
- c. Soliciting/fundraising.

12. Contractor personnel are required to identify themselves as contractors when they attend meetings, answer telephones, respond to or send emails using a government/military address, or work in situations where their actions may be construed as acts of Government officials.

13. Contractors may not represent the government nor represent themselves as government employees. Contractors may not use government organizational occupational titles.

JUL 18 2011

14. Federal employees may have professional relationships with contractor personnel, but if a Federal employee has a close personal relationship or other financial interest with the contractor employee, the Federal employee may not give advice, make recommendations, or make decisions pertaining to the contractor for whom the contractor person works.

15. Federal employees have a duty to report promptly and accurately adverse information about contractor performance. Federal employees must resolve all performance issues through the COR and KO. The COR and KO have a duty to take appropriate contractual action. Federal employees have a duty to report improper and potentially criminal activities to the appropriate government office, Office of the Inspector General or OGC, and not to the contractor. Additional questions should be addressed to the OGC.

JUL 18 2011

GLOSSARYPART I. ABBREVIATIONS AND ACRONYMS

ACO	Administrative Contracting Officer
ACOR	alternate Contracting Officer's Representative
CAO	Contract Administration Office
CAP	Contract Administration Plan
COR	Contracting Officer's Representative
CPAR	Contractor Performance Assessment Report
DCAA	Defense Contract Audit Agency
GFP	Government-furnished property
IDTC	indefinite delivery type contracts
KO	Contracting Officer
OGC	Office of General Counsel
PCO	Procuring Contracting Officers
PR	Purchase Request
RCP	Request for Contractual Procurement
SOW	Statement of Work
TA	Technical Assistant
TDL	Technical Direction Letter

PART II. DEFINITIONS

ACO. The warranted Government official responsible for administering the contract to the extent that the PCO has delegated contract administration.

ACOR. The alternate Government official appointed in writing by the PCO and so designated in the contract. The ACOR provides technical direction/clarification in the absence of the COR.

JUL 18 2011

CAP. A formal process for assigning service contract administration functions to the responsible individual, e.g., PCO, ACO, ordering officer, COR, DCAA. The CAP ensures that all contract administration actions are performed, that there is no duplication of effort, and that careful consideration is given to contract type, performance, place of performance, etc. when assigning duties.

CAO. The office designated to perform assigned functions related to the administration of the contract.

COR. A government employee appointed in writing by a PCO to serve as technical liaison between the government and a contractor for a specific contract, set of line items or an order under a contract or Basic Ordering Account. The COR monitors the contractor's performance and provides technical advice to the KO and contractor within the scope of work or SOW of the contract.

COR nominating official. The individual from the requirements activity responsible for submitting a written COR nomination to the PCO. When the contracting activity and the requiring activity are not the same, the COR nominating official will be the commander of the requiring activity or designee. When the contracting activity and the requiring activity are the same, the nominating official will be the activity commander/commanding officer or designee.

ordering officer. An individual authorized to sign, issue, and modify delivery orders/task orders within the limits of assigned authority. Ordering officers are appointed in writing by the appointing official at the designated ordering activity.

PCO. The Government official authorized by warrants to enter into a contract for the Government.

personal services contract. A contract that by its express terms or as administered, make contractor personnel appear in effect, Government employees (see subpart 37.101 of Reference (d)).

Service Contract. A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. The KO is responsible for ensuring that a proposed service contract is proper; i.e., the KO shall determine whether the proposed service is for a personal or non-personal service contract using guidelines in subpart 37.104 of Reference (d) (as stipulated in subpart 37.101 of Reference (d)).

TA. TA may be assigned to assist and support the COR, but do not have the authority to provide any technical direction or clarification directly to the contractor.

TDL. A written document issued by the COR to the contractor. It is used to clarify, define, or give specific direction within the SOW in the basic contract and in conjunction with orders for specific tasks falling within the scope of the basic contract.

ACTION MEMO

FOR: EXECUTIVE DIRECTOR, Administrative Operations, JTF CapMed

FROM: COL Pierce, APDMC Chair, J1 Director

SUBJECT: Proposed JTF CAPMED Instruction 1135.01, Contracting Officer's Representative (COR)

- This issuance has been formally coordinated. All the JTF CapMed Components concurred and no comments were received.
- This issuance was reviewed for "legal sufficiency" by the legal advisor on July 11, 2011 (TAB B).
- This issuance was reviewed for security concerns. In accordance with Deputy Secretary of Defense Message 090426ZAUG06, "Information Security/Website Alert," it will be released to the public on the unclassified JTF CapMed Issuances Website.

RECOMMENDATION: Sign at TAB A.

COORDINATION: The list of coordinating officials is at TAB C.

Attachments:

TAB A: JTF CAPMED-I 1135.01

TAB B: Legal Review

TAB C: List of Coordinating Officials

Prepared by: Ms. Clodeth Findlay, J1 Deputy Director, (301) 319-8479

FassigNormil, Theresa M JTF CAPMED

From: Jones, Kevin D LTC JTF CAPMED
Sent: Monday, July 11, 2011 4:12 PM
To: 'Wrike, Sarah'; FassigNormil, Theresa M JTF CAPMED
Cc: Ridenour, Leslie A. CTR JTF CAPMED; 'Duffy, Thomas J Mr CIV USA MEDCOM HQ'
Subject: JTF-I-1135.01-CoR-Guidance-LA-NLO-11Jul11
Attachments: JTF-I- 1135 01 COR-30June11-LA-NLO-11Jul11.docx; JTF-I- 1135 01 COR-30June11-LA-NLO-11Jul11.pdf
Signed By: kevin.d.jones@dla.mil
Categories: Red Category

Ms. W / Ms. T, Mr. Duffy and I have complete the legal review of the attached issuance and there is NLO to it. Thanks for being receptive to Mr. Duffy's recommended changes.

PDF is for tracking purposes.

There is one minor change on page 37, para 10 revised last sentence to be clear on the prohibition of accepting a group gift purchased with contributions by contractor employees.

You do not need to resubmit for a 3rd legal review.

LA, JTF, CapMed should have the opportunity sign the routing sheet just prior to it being signed.

V/r, LTC J

KEVIN D. JONES
LTC, JA, USA
Legal Advisor, JTF-CAPMED
W: 301-295-4307
DSN 285-4307
C: 804-306-4208

CAUTION: This message may contain information protected by the attorney-client, attorney work product, deliberative process, or other privilege. Do not disseminate without the approval of the Legal Advisor, JTF-CAPMED.

-----Original Message-----

From: Wrike, Sarah [<mailto:Sarah.Wrike@aecom.com>]
Sent: Thursday, July 07, 2011 1:54 PM
To: Jones, Kevin D LTC JTF CAPMED
Cc: FassigNormil, Theresa M JTF CAPMED; Ridenour, Leslie A. CTR JTF CAPMED
Subject: 1135.01

LTC Jones,

Request a final legal review on the attached: JTF CAPMED-I 1135.01, "Contracting Officer's Representative (COR)" Please let me know if the issuance as written is legally objectionable or not legally objectionable. Many thanks for your help in getting this ready for final signature!

LIST OF COORDINATING OFFICIALS FOR JTF CAPMED ISSUANCES – JTF CAPMED-I
1135.01, Contracting Officer's Representative

DMC/Work Group Members/ External Coordination

<u>Title</u>	<u>Name</u>	<u>Command</u>	<u>Date coordinated</u>
APDMC Committee	COL Pierce	JTF CapMed	6 December 2010

*If 3 or less, list names here; if more than 3, list name of WG and members can be found with WG leader

**Just name of DMC; names of DMC members can be found with Chairmen of each DMC

Formal Internal J-Code Coordination

<u>Title</u>	<u>Name</u>	<u>Command</u>	<u>Date coordinated</u>
J1	Concur – no response		
J3A	Concur – no response		
J3B	Concur – no response		
J4	Concur – no response		
J5	Concur – no response		
J6	Mr. Frank Rowland	JTF CapMed	June 20, 2011
	Mr. Chuck Chapdelaine		June 27, 2011
J7-Director	COL Argyros	JTF CapMed	June 17, 2011
J8	CDR Richardson	JTF CapMed	June 17, 2011
J9	Concur – no response		
PMO	Concur – no response		