



Acquisition

CONTRACTING OFFICER'S REPRESENTATIVE PROGRAM

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This Instruction provides the policies and procedures for implementing Defense Federal Acquisition Supplement (DFARS) 201.602-2(2), *Federal Acquisition Regulation (FAR) Part 46* and FAR Part 37.6, and establishes guidelines and procedures for the United States Transportation Command (USTRANSCOM) Contracting Officers Representative (COR) Program. CORs serve the federal government as technical liaisons, helping to ensure government-contractor business relationships are mutually beneficial and that products and services delivered to the government meet or exceed quality requirements. This Instruction applies to all service contracts awarded and/or administered by the Directorate of Acquisition (TCAQ) except purchase orders awarded against the Master Solicitation for Domestic Charter Airlift. It is applicable to all USTRANSCOM personnel. Military members are required to comply with the mandatory provisions of this Instruction and its violation subjects military members to a violation under Article 92, Uniform Code of Military Justice. Civilian employees are required to comply with the mandatory provisions of this Instruction and its violation subjects civilian employees to administrative disciplinary action, civil, and criminal sanctions. Refer recommended changes and questions about this Instruction to the Office of Primary Responsibility using AF Form 847, *Recommendation for Change of Publication*. Ensure that all records created as a result of processes prescribed herein are maintained in accordance with (IAW) USTRANSCOM Instruction 33-32, *USTRANSCOM Records Management Program*.

Summary of Changes: This Instruction has been updated in its entirety. Asterisks will not be used to identify revised material.

1. References and Supporting Information. References, related publications, abbreviations, acronyms, and terms used in this Instruction are listed in Attachment 1.

2. General. A COR is an individual designated and authorized, in writing, by the Contracting Officer to perform specific technical and/or administrative functions. For purposes of this Instruction, the term Contracting Officer's Technical Representative is synonymous with COR.

3. Roles and Responsibilities:

3.1. Contract oversight and surveillance are fundamental elements of acquisition. Contract oversight and surveillance ensure the contractor delivers the products and services needed for mission success and are the collective responsibility of the requiring and contracting activities. It is essential that all CORs understand their responsibilities and are provided with appropriate support, training, and developmental tools to effectively perform these responsibilities. It is the Contracting Officer's responsibility to appoint a trained COR who is knowledgeable of the technical requirements to oversee contract performance.

3.2. Requiring Activity Responsibilities:

3.2.1. Ensure a sufficient number of qualified CORs are nominated (at a minimum one primary and one alternate per contract). Attachment 2 contains a sample nomination letter.

3.2.2. Ensure the COR's contribution in assisting with the oversight and surveillance of contracts is addressed in the COR's annual performance review.

3.2.3. Meet with each COR at least twice each year to discuss workload and COR-specific duties. A record of this meeting will be provided to the COR for retention in the COR file.

3.2.4. Notify the Contracting Officer when a COR should be terminated (i.e., when changing jobs or retiring).

3.3. Contracting Officer Responsibilities:

3.3.1. Review each COR's training prior to appointment to ensure it meets the requirements of paragraph 5 of this Instruction.

3.3.2. Appoint, in writing, qualified CORs. After contract award, a copy of the appointment shall be furnished to the contractor.

3.3.3. Provide contract-specific training for each COR.

3.3.4. Ensure CORs provide evidence they have completed annual ethics training.

3.3.5. Prior to contract award, the Contracting Officer, or designee, shall update the information on the applicable TCAQ COR spreadsheet located in the TCAQ shared drive\Government Only Access\COR training\COR-Training spreadsheets file. The Contracting Officer is responsible for updating the spreadsheet throughout the term of the contract, as applicable.

3.3.6. Perform inspections of the COR files. The Contracting Officer, or designee, will periodically conduct random sampling inspection of their COR files each year. This should be done in person for locally appointed CORs. When CORs are located outside of the local area, COR files may be copied and forwarded to the Contracting Officer for inspection. At a minimum, copies of the documents identified in paragraph 3.2.3. and Attachment 3, paragraph 5.2.4., of this Instruction shall be provided. A record of the inspection shall be included in the official contract file with a copy placed in the COR files.

3.3.7. Terminate COR appointments when requested by the requiring activity, or when the appointed COR can no longer perform their duties. Attachment 7 contains a sample termination letter.

3.4. Contracting Officer Representative Responsibilities. The COR responsibilities identified below are accomplished for every contract to which the COR is assigned. Contract-specific COR responsibilities are varied and will be identified in the Contracting Officer's written appointment to the COR, as addressed in paragraph 4.2 below.

3.4.1. Assist the Contracting Officer in ensuring contractor technical compliance with the contract and accomplish periodic evaluations of contractor performance, when required by the Contracting Officer.

3.4.2. Perform inspection and acceptance of services and/or contract deliverables, review, and accept invoices submitted, and review and process receiving reports. (Note: CORs shall not be delegated authority to approve payments for cost-reimbursement, time-and-materials, and labor-hour contracts in accordance with DFARS 242.803, *Disallowing Costs After Incurrence*).

3.4.3. The primary COR must maintain an official file for each contract assigned. The file shall contain documentation of all actions taken in regard to the contract. Accurate and complete documentation is key to successful contract oversight and surveillance. Attachment 3 provides guidance for specific format and content of the COR files.

3.4.4. For CORs who have been delegated Assessing Official Representative (AOR) responsibility, within 30 days of notification, complete the AOR portion of a Contractor Performance Assessment Reporting System (CPARS) report when notified that a report is ready for the CORs input.

3.4.5. Validate the necessity of contractor travel prior to the travel occurring, and/or validate the necessity of purchases made under the applicable "other direct cost" contract line item number in the contract/task order prior to the contractor making such purchases.

3.4.6. Validate the necessity for contractor personnel to attend USTRANSCOM-specific training and provide written certification to the USTRANSCOM Manpower and Personnel Directorate that such training is USTRANSCOM-specific and required in order for contractor personnel to perform the requirements of their contract.

3.4.7. Prior to being provided access to any and all confidential business information, contractor bid or proposal information, and/or source selection information, the COR shall sign a Nondisclosure Certificate as identified in Attachments 5 or 6, as appropriate.

3.4.8. For contracts that include information assurance functional services for Department of Defense (DOD) information systems, ensure contractor personnel are appropriately certified and provide verification to the Defense Manpower Data Center database as required by DOD Manual 8570.01-M, *Information Assurance Workforce Improvement Program*.

4. Appointment Procedures:

4.1. The requiring activity shall nominate primary and alternate CORs, in writing. The nominations must be received by the Contracting Officer as a part of the acquisition package and must include evidence of the nominees' qualifications. Evidence of nominees' qualifications will typically include a copy of the formal COR training certification and evidence of annual ethics training completion.

4.2. The Contracting Officer shall issue a written appointment to the COR after receiving evidence that the nominee is qualified to be a COR. A copy of this appointment will be kept in the official contract file and a copy in the COR's file.

4.3. After contract award, the Contracting Officer, or designee, shall provide contract-specific training to all CORs appointed under the contract. This training must be completed prior to the COR performing any assigned duties.

4.4. If the appointed COR changes after contract award, the Contracting Officer will terminate the applicable COR appointment, in writing, and request a qualified replacement COR be nominated by the requiring activity. A copy of this termination will be kept in the official contract file and a copy in the COR's file.

5. Training Requirements:

5.1. Formal COR Training, Continuous Learning Credits (CLC) 106, *COR With a Mission Focus*, shall be completed by each COR prior to receiving a written appointment from the Contracting Officer. This Defense Acquisition University (DAU) class can be accessed at <https://learn.dau.mil> (click on "CLC" on the left hand side of the page once the browser opens to this link). This class must be completed every three years or sooner at the Contracting Officer's discretion.

(NOTE: Personnel who were serving in the position of a COR for a USTRANSCOM Acquisition (TCAQ) contract on 22 Jan 08, the date of initial issuance of this Instruction, are grandfathered and exempt from the requirement to take CLC 106 until 22 Jan 2011.)

5.2. Ethics training shall be completed by each COR prior to receiving a written appointment from the Contracting Officer and each year thereafter. The training provided by the local legal counsel or DAU Continuous Learning Module (CLM) 003, *Ethics Training for Acquisition Technology and Logistics Workforce*, at <https://learn.dau.mil> (click on "CLC" on the left hand side of the page once the browser opens to this link) will satisfy this requirement.

5.3. Contract-specific training will be conducted by the Contracting Officer, or designee, and must be completed prior to assuming COR responsibilities. Training is tailored to a specific contract and may be conducted in person, via telecom, or Video Teleconference. Successful completion of the International Airlift on-line contract-specific training fulfills the requirement for this training for CORs for the International Airlift contract. The Contracting Officer shall present a training certificate to each COR upon successful completion of contract-specific

training. A copy of this certification will be kept in the official contract file and a copy in the COR's file. At a minimum, contract-specific training consists of detailed discussions on the following:

5.3.1. The contract, Performance Work Statement, and Quality Assurance Surveillance Plan.

5.3.2. Areas of the contract susceptible to fraud, waste, and abuse.

5.3.3. Procedures for certifying acceptance of services including Wide Area Work Flow (WAWF). The COR is highly encouraged to complete WAWF training from the WAWF web site at a level commensurate to the duties assigned.

5.3.4. Maintenance of quality assurance documentation that provides the basis for the AOR portion of a CPARS input.

5.3.5. Requirement for contractor personnel to comply with USTRANSCOM Instruction 31-11, *USTRANSCOM Security Program*, if applicable.

5.4. Performance Work Statement training is highly encouraged for all CORs. Several courses are available through USTRANSCOM Manpower and Personnel Directorate and DAU (ACQ 265, *Mission Focused Services Acquisition*, CLM 031, *Improved Statement of Work*, and CLC 013, *Performance-Based Services Acquisition*).

5.5. Exceptions to COR training requirements outlined above will not normally be granted. A request for an exception to the training requirements may be processed for review and approval by the TCAQ, Chief, Business Support and Policy Division on a case-by-case basis.

GAIL M. JORGENSEN
SES, DAF
Acting Director, Acquisition

Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

Section A – References

FAR Part 37.6, *Performance-Based Acquisition*
FAR Part 46, *Quality Assurance*
DFARS 201.602-2(2) and DFARS 252.201-7000, *Contracting Officers Representative*
DFARS PGI 201.602-2, *Contracting Authority and Responsibilities*
DFARS 242.803, *Disallowing Costs After Incurrence*
DODM 8570.01M, *Information Assurance Workforce Improvement Program*
OUSD Memorandum, *Designation of Contracting Officer's Representatives on Contracts for Services in Support of Department of Defense Requirements*, Dec 06, 2006
OUSD Memorandum, *Monitoring Contract Performance in Contracts for Services*, 22 Aug 2009
USTRANSCOM Instruction 31-11, *USTRANSCOM Security Program*

Section B - Abbreviations and Acronyms

AOR - Assessing Official Representative
COR - Contracting Officer Representative
CLC - Continuous Learning Course
CLM – Continuous Learning Module
CPARS - Contractor Performance Assessment Reporting System
DAU - Defense Acquisition University
DFARS - Defense Federal Acquisition Regulation Supplement
DOD – Department of Defense
FAR - Federal Acquisition Regulation
IAW – In accordance with
MFR – Memorandum for Record
TCAQ - USTRANSCOM Directorate of Acquisition
USTRANSCOM - United States Transportation Command
WAWF – Wide Area Workflow

Attachment 2

SAMPLE NOMINATION LETTER

MEMORANDUM FOR: USTRANSCOM/TCAQ-X
ATTN: (Contracting Officer's Name)

FROM: USTRANSCOM/TCXX
508 Scott Drive
Scott AFB IL 62225-5357

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

1. Recommend (grade, full name/organization/ mailing address/phone number/email address) be appointed as a Contracting Officer's Representative for the (enter program/project name, solicitation number, or contract number).
2. (Nominee's name) possesses (years) (months) experience in this functional area and has sufficient technical knowledge of the contracted service. In accordance with Defense Federal Acquisition Regulation 201.602-2, *Contracting Authority and Responsibilities*, nominee is a Government employee.
3. Understanding the importance of COR functions, the nominated COR will be afforded all the necessary resources to be successful including appropriate time, supplies, and equipment necessary to execute the designated functions.
4. The designated functions of the COR will be addressed as a part of (Nominee's name) performance assessment. The Contracting Officer's input shall also be solicited as to the COR's duty performance.
5. The nominated COR has completed formal COR training, CLC 106, *COR With a Mission Focus*, and Ethics training. (If nominee has completed Performance Work Statement Training include this information and certificate). Copies of the training certificates are attached.

SIGNATURE
Functional Commander/Director

Attachments:

1. Certificate of Completion, CLC 106
2. Certificate of Ethics Training

Attachment 3

CONTRACTING OFFICER REPRESENTATIVE (COR) FILE DOCUMENTATION

- 1.** Complete and orderly files are vital in administering the contract to assure that the Government meets its obligations in order to have a successful contract, particularly when disagreements or questions of interpretation arise. The COR file is indispensable in resolving disputes before an administrative board.
- 2.** As a matter of practice, the COR shall prepare a Memorandum for Record (MFR) of meetings, trips, and telephone conversations relating to the contract. The MFR will be prepared no later than one business day after a significant meeting or conversation with the contractor. Each MFR, or other similar records, and correspondence relating to the contract shall cite the contract number and list names and titles of all participants.
- 3.** The COR is an authorized representative of the Contracting Officer and the COR's records are a part of the official post-award contract files and shall be forwarded to the Contracting Officer for retirement with the official contract file upon completion of the contract or termination of COR appointment.
- 4.** Performance documentation. Documentation is required to record, evaluate, and report the contractor's performance. CORs are required to maintain accurate and detailed records of the contractor's performance and keep the Contracting Officer informed. The COR must document each surveillance event as it is accomplished and maintain open lines of communication with the Contracting Officer, discussing discrepancies that may warrant Contracting Officer attention.
- 5.** Format:
 - 5.1.** The file shall contain a "For Official Use Only" cover sheet that indicates the book contains sensitive government contract information.
 - 5.2.** At a minimum, the COR file must contain:
 - 5.2.1.** A copy of all appointment and termination letters from the Contracting Officer.
 - 5.2.2.** All documentation of actions taken in accordance with the delegation of authority.
 - 5.2.3.** A complete, current copy of the contract and all modifications to the contract.
 - 5.2.4.** All MFRs or minutes of any meetings or conversations between the COR and the contractor.
 - 5.2.5.** A copy of all COR training certificates.
 - 5.2.6.** A copy of the Quality Assurance Surveillance Plan.

5.2.7. A copy of COR file inspection results.

Figure 3.1. TCAQ Standard File Format Used for COR Files.

FOR OFFICIAL USE ONLY	
SECTION A	
	CONTRACT AND MODIFICATIONS
	<ul style="list-style-type: none"> 1) A complete copy of the contract including the Performance Work Statement 2) Contract modifications 3) Current copy of Quality Assurance Surveillance Plan
SECTION B	
	ADMINISTRATION
	<ul style="list-style-type: none"> 1) COR appointment letter describing the COR's duties and responsibilities 2) COR termination letter 3) Certificates/evidence of attendance for all COR-related training (i.e., formal COR and contract-specific, etc.) 4) Quality Assurance Records 5) Property Administration Records/Government Furnished Property 6) Memorandum for Record/General Correspondence
SECTION C	
	CONTRACT SURVEILLANCE
	<ul style="list-style-type: none"> 1) Documentation of actions taken in accordance with the delegation of authority 2) All correspondence initiated concerning performance of the contract 3) All correspondence (to include e-mails) to and from the Contracting Officer and the contractor 4) Names of all employees provided by the contractor for base passes 5) All MFRs or minutes of post-award conferences, meetings, or conversations with the contractor, or others, pertaining to the contract or contract performance 6) Record of all inspections performed and the results 7) Record of COR File Inspections and the results
SECTION D	
	INVOICES/RECEIVING REPORTS/PAYMENTS
	<ul style="list-style-type: none"> 1) Invoices, Vouchers, and supporting documents 2) Record of Payments 3) Summary of Payments

Attachment 4**SAMPLE APPOINTMENT LETTER**

MEMORANDUM FOR (OFFICE SYMBOL)

ATTN: (Contracting Officer's Representative Name)

FROM: USTRANSCOM/XXX

508 Scott Drive

Scott AFB IL 62225-5357

SUBJECT: Contracting Officer Representative Duties and Responsibilities for (*Contract Number*),
(*Contract Title*)

1. Pursuant to Defense Federal Acquisition Regulation (DFAR) Supplement 201.602-2, *Contracting Authority and Responsibilities*, and USTRANSCOM Instruction 63-5, *Contracting Officer Representative Program*, you are hereby designated as the Primary/Alternate Contracting Officer's Representative (COR) under subject contract and are responsible for overall surveillance of the contract. This designation shall remain in effect throughout the contract performance period, unless sooner terminated by the Contracting Officer (CO), with such termination provided in writing. This authority may not be delegated.
2. As the Primary/Alternate COR you are responsible for monitoring contractor performance and inspecting and accepting services for the government. Your duties are varied and numerous and, as the COR, you may be personally liable for unauthorized acts. Therefore, it is essential that you familiarize yourself with the contents of the contract, and all modifications thereto, to ensure all government actions are timely and in accordance with the contract. Close coordination with the CO is a must.
3. In addition to the duties and applicable limitations set forth in the contract, the following guidance is furnished to assist you throughout the contract period. The COR:
 - a. Is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other terms or conditions of the contract, or provide instructions to the contractor which might be construed as changes/modifications to the contract. Recommendations for changes to the contract (with supporting documentation) may be made to the CO, who will evaluate the proposed changes and conduct all negotiations with the contractor, if deemed advisable.
 - b. Is responsible for inspection and acceptance of services or contract deliverables and for reviewing and accepting invoices submitted. You must verify that services/items were received. You should also ensure that this review and acceptance is documented in the contract file. You are responsible for reviewing and processing the receiving report within seven days after the invoice is entered into Wide Area Workflow (WAWF). An informational e-mail indicating the completion of the receiving report must be sent to the CO or Contract Administrator, as

appropriate. In accordance with DFARS 242.803, the COR shall not be delegated authority to approve any payments for Cost-Reimbursement, Time-and-Materials, and Labor-Hour Contracts.

OR

b. Is responsible for inspection and acceptance of services or contract deliverables and for reviewing and accepting invoices submitted. You must verify that services/items were received. You should also ensure that this review and acceptance is documented in the contract file. You are responsible for reviewing and processing the receiving report within seven days after the invoice is received. An informational e-mail indicating the completion of the receiving report must be sent to the CO or Contract Administrator, as appropriate. In accordance with DFARS 242.803, the COR shall not be delegated authority to approve any payments for Cost-Reimbursement, Time-and-Materials, and Labor-Hour Contracts.

c. Will provide technical assistance to the CO and ensure the contractor's compliance with the technical requirements of the contract. Disagreements between the COR and the contractor must be referred to the CO, in writing, with an information copy to the Chief of the functional area involved.

d. Will accomplish surveillance activities as identified in the Quality Assurance Surveillance Plan (QASP) and maintain detailed records to substantiate services received. The COR shall also ensure the QASP is updated, as necessary, for the life of the contract (to include option periods).

e. Will not interpret, clarify, make, or infer legal interpretations on the scope or intent of the contract, but shall refer the contractor to the CO for resolution of such matters.

f. Will notify the CO of any significant performance deficiencies.

g. Will not give direction to the contractor or to employees of the contractor.

h. Will not authorize expenditure of funds.

i. Will not disclose government cost estimates or budget information.

j. Will not levy or impose upon the contractor any task or permit any substitution not specifically provided for in the contract.

k. Will not offer advice to the contractor which may adversely affect contract performance, compromise the rights of the government, provide the basis of a claim for constructive change, or impact any pending or future CO determination as to fault or negligence.

l. Will attend the post-award conference and any other meetings where instructions are given to the contractor.

m. Will maintain a file of all reports, correspondence, memoranda, a copy of this letter of designation, and documentation describing your duties and responsibilities, as well as other pertinent documentation for each contract to which the Primary COR is assigned. Provide these records, along with a signed statement that the contract has been completed satisfactorily, to the CO after contract completion, and receipt of the last deliverable, for inclusion into the official contract file.

n. Will complete the Assessing Official Representative (AOR) portion of a Contractor Performance Assessment Reporting System (CPARS) input when notified that a report is ready for the CORs input. AOR input will be completed at <http://www.cpars.csd.disa.mil/> within 30 days of notification.

o. Is responsible for complying with the requirements of USTRANSCOM Instruction 31-11, *USTRANSCOM Security Program*, if required.

p. Is responsible, in accordance with the terms and conditions of the contract, for validating the necessity of contractor travel prior to the travel occurring, and/or validating the necessity of purchases made under the applicable "other direct cost" CLIN in the contract/task order, etc., prior to the contractor making such purchases. Note that such validation will not result in the obligation of funds. Funds for travel and other direct costs are obligated on subject contract/task order, etc., by the CO.

q. Is responsible for validating the necessity for contractor personnel to attend USTRANSCOM-specific training. A written certification shall be provided to USTRANSCOM Manpower and Personnel Directorate prior to contractor attendance any such training. The written certification shall identify that the training is considered USTRANSCOM-specific and include a statement that training is required for the contractor personnel to perform their duties under the contract.

r. Shall document the current information assurance certification status of contractor personnel by category and level, in the Defense Eligibility Enrollment Reporting System, as required by DOD Manual 8570.01-M, *Information Assurance Workforce Improvement Program*, for contracts that include information assurance functional services for DOD information systems, or that require any appropriately cleared contractor personnel to access a DOD information system to perform contract duties.

4. This designation as a COR shall remain in effect through the life of the contract, unless sooner terminated, in writing, by the CO. In the event personnel changes are necessary during the contract period, and you are to be reassigned or separated from Government service, notify the CO sufficiently in advance to permit timely selection of a successor COR.

5. The duties and responsibilities set forth above are not all inclusive. Specific situations which arise, and that are not covered above, should be brought to the attention of the CO.

6. COR training requirements:

a. Formal COR training, CLC 106, *COR With a Mission Focus*, shall be completed by each COR prior to receiving a written appointment from the CO and a copy of the certificate must be provided to the CO. This Defense Acquisition University (DAU) class can be accessed at <https://learn.dau.mil>. This class must be completed every three years or sooner at the CO's discretion.

b. All personnel engaged in procurement and related activities shall protect the U.S. government's interest, as well as maintain its reputation for fair and equitable dealings with all contractors. DOD 5500.07, The Joint Ethics Regulation, sets forth applicable standards of conduct for all personnel directly and indirectly involved in procurement. Ethics training shall be completed annually and a copy of the certificate must be provided to the CO. The training provided by the local legal counsel, or DAU CLM 003, *Ethics Training for Acquisition Technology and Logistics Workforce*, at <https://dau.mil>, will satisfy this requirement.

c. The COR is highly encouraged to complete Wide Area Workflow (WAWF) training from the WAWF web site at a level commensurate to the duties assigned. (Contracting Officer to insert current web site address.)

d. The COR is highly encouraged to complete Contractor Performance Assessment Reporting System (CPARS) training from the CPARS web site at a level commensurate to the duties assigned. (Contracting Officer insert current web site address.)

e. Contract specific training will be conducted by the CO, or designee, and must be completed prior to assuming COR responsibilities. This training may be conducted in person, via telecom or Video Teleconference.

7. The Contracting Officer responsible for administration of this contract is (*Contracting Officer's Name*), (*Contact Number*) The day-to-day contract administration will be accomplished by (*Contract Specialist's Name*), (*Contact Number*). Please be advised that only the CO has the authority to change or amend the terms of the contract through formal modification. Any other person attempting to change or deviate from the terms of the contract is without authority to do so and the CO is without authority to ratify such unauthorized actions.

8. You are required to acknowledge receipt of this appointment and return it to the Contract Specialist for retention in the contract file. A copy must be retained in your files.

SIGNATURE
Contracting Officer

1st Ind, TCXX (COR Office Symbol)
MEMORANDUM FOR COR SUPERVISOR

I hereby acknowledge my appointment as the Contracting Officer's Representative (COR) for contract (*Contract number*) with (*Contractor's Name*) and fully understand my responsibilities and limitations. In addition, I hereby certify that neither I, nor my dependents, are or have ever been employed by, have any business arrangements with, own stock in, are negotiating for employment with, or have any other financial interest in (*Contractor's Name*). If this should change, I will promptly notify the cognizant CO.

NAME (Print/Type)

RANK/GRADE

SIGNATURE

TITLE

DATE

2^d Ind, TCXX (COR Supervisor office symbol)
MEMORANDUM FOR TCAQ

I have read the above COR appointment and fully understand, support, and approve my employee's responsibilities and limitations as the COR under the above referenced contract. I agree that other duties of the COR must not conflict with COR responsibilities and that the above COR's contributions in assisting in the monitoring and/or administration of the contract is addressed, as appropriate, in the annual performance review of this individual. In addition, I agree to meet with the COR at least bi-annually to discuss workload and COR-specific duties. A record of this meeting will be provided to the COR for retention in the COR file.

NAME (Print/Type)

RANK/GRADE

SIGNATURE

TITLE

DATE

Attachment 5

This information is **FOR OFFICIAL USE ONLY (FOUO)** and is subject to the Privacy Act of 1974, IAW DOD 5400.7-R/AF Supp 1, 22 Jul 99. Disciplinary action shall be taken against those responsible for unauthorized disclosure of FOUO information and may also result in civil/criminal sanctions.

NONDISCLOSURE CERTIFICATE

USC Title 18, Section 1905. *Disclosure of Confidential Information generally.*

Whoever, being an officer or employee of the United States or of any department or agency thereof, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of his employment of official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or sources of any income, profits, losses, or expenditures of any person, firm partnership, corporation, or association, or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and shall be removed from office of employment.

CERTIFICATE

I hereby certify that I have read the above; that I am familiar with the law, directives, and policies governing the disclosure of information, related to the **(INSERT PROGRAM NAME)** acquisition, including, but not limited to, the Procurement Integrity Act (41 U.S.C. §423) and Federal Acquisition Regulation (FAR) Part 3.104, and I will fully and completely observe those statutes, regulations and directives and will not disclose such information to any unauthorized person. In the event I release any information covered hereby, I agree to so advise the Contracting Officer as soon as practicable. That advice will identify the business, organization, other entity, or individual person to whom the information in question was divulged and the content of that information.

Print Name, Rank (or Grade), and Office Symbol

Date

Signature

SOURCE SELECTION INFORMATION – SEE FAR 2.101 AND 3.104

(INSERT ABOVE LEGEND IF APPLICABLE)

Attachment 6

NONDISCLOSURE CERTIFICATE FOR NON-US CITIZENS

1. I, _____, currently performing duties as a Contracting Officer Representative on USTRANSCOM contract _____, hereby agree to the terms and conditions set forth below:

2. I understand that as part of my duties I will have access to Non-public information including confidential or proprietary business information, contractor bid and proposal information (as defined by FAR 3.104-3) and/or source selection sensitive information, trade secrets, advance procurement information, Privacy Act information, and/or information that has not been released to the general public and has not been authorized for such release, either directly or as a result of working in a USTRANSCOM facility or working near USTRANSCOM personnel and/or contractors. I understand that such information is sensitive and must be protected from disclosure. Accordingly, I agree to:
 - a. Use only for U.S. Government purpose any and all confidential business information, contractor bid or proposal information, and/or source selection sensitive information to which I am given access. I agree not to disclose non-public information by any means (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except a U.S. Government official with a need to know or at the direction of the cognizant USTRANSCOM Contracting Officer.

 - b. Not to use such information for any non-U.S. Governmental purposes, including but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures.

 - c. To store the information in such manner as to prevent inadvertent disclosure or releases to individuals who are not authorized access to it.

3. I understand that I must never make an unauthorized disclosure or use of non-public information unless:
 - a. The information has otherwise been made available without restriction to the public;

 - b. The Contracting Officer determines that such information is not subject to protection from release.

4. I agree I will not seek access to non-public information beyond what is required for the performance of my assigned duties with USTRANSCOM. Should I become aware of any improper or unintentional release or disclosure of non-public information, I will immediately report it to the cognizant Contracting Officer in writing. I agree that I will return all forms (including copies or reproductions of original documents) of any non-public information provided to me by the US Government for use in performing my duties to the control of the US Government when my duties no longer require this information.

5. If, at any time during the performance of duties as a COR on contract _____, my participation might result in a real, apparent, possible, or potential conflict of interest, I will immediately

report the circumstances to the Contracting Officer. I will immediately inform the Contracting Officer if I, or any of my dependents, are or have ever been employed by, have any business arrangements with, own stock in, are negotiating for employment with or have any other financial interest in any of the contractors or subcontractors performing under contract _____. The Contracting Officer, with assistance from the legal ethics advisor, will then make a written determination as to my ability to serve as a COR on the contract.

By signing below, I certify that I have read and understand the terms of this Non-Disclosure Agreement and voluntarily agree to be bound by its terms.

 Print Name, and Office Symbol

 Date

 Signature

SOURCE SELECTION INFORMATION – SEE FAR 2.101 AND 3.104

(INSERT ABOVE LEGEND IF APPLICABLE)

Attachment 7

SAMPLE TERMINATION LETTER

MEMORANDUM FOR TCXX

ATTN: (CORs Name)

FROM: TCAQ-X

SUBJECT: Termination of Contracting Officer’s Representative (COR) Appointment, Contract No. HTC711-XX-X-XXXX, XYZ Project

1. The purpose of this letter is to notify you that your appointment as the (primary/alternate) COR under Contract No. HTC711-XX-X-XXXX is hereby terminated due to your (reassignment/transfer/retirement, etc.).
2. You are required to acknowledge receipt of this termination below. Please ensure that all copies of your COR file(s) are updated and provided to me upon receipt of this termination letter.
3. Please accept my sincere appreciation for your efforts under subject contract. If you have any questions regarding the termination of your COR appointment, please call me at 618-256-XXXX.

SIGNATURE
Contracting Officer

1st Ind TCXX (COR Office Symbol)
MEMORANDUM FOR TCAQ

I hereby acknowledge the termination of my appointment as the Contracting Officer’s Representative for contract HTC711-XX-X-XXXX, XYZ Program., effective XX March 2010.

NAME (Print/Type)

SIGNATURE

Contracting Officer’s Representative

TITLE

DATE

cc: XYZ Company

Attachment 8

SAMPLE CONTRACT-SPECIFIC TRAINING CERTIFICATE

	<p><i>C.O.R. Certificate of Completion</i> <i>CONTRACT-SPECIFIC TRAINING</i> <i>Contract Number</i> <i>HTC711-0X-D-XXXX</i></p>	
	<p><i>is hereby granted to:</i></p> <p><i>INSERT NAME</i> <i>on</i> <i>12 MAY 2008</i></p> <p><i>By Mr./Mrs. XYZ</i> <i>Contract Specialist</i> <i>TCAQ-X</i></p>	
	<p><i>CONTRACTING OFFICER REPRESENTATIVE TRAINING</i></p>	

