



DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
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NSTC INSTRUCTION 4205.1

From: Commander, Naval Service Training Command

Subj: SERVICE AND SUPPLY CONTRACTS

Ref: (a) 10 U.S.C. § 129b, 1091, 2107, 2227, 2330, 2410, 2463
(b) 41 U.S.C § CH 15-21, 31-33, 37-47, 65 and 87
(c) 31 U.S.C § 1301, 1341-1344, 1502, 1511-1517
(d) 5 U.S.C § 3109
(e) Competition in Contracting Act (CICA)
(f) GAO Principles of Federal Appropriations Law
(g) GAO B-241476
(h) OMB A-76 Circular
(i) Federal Acquisition Regulations (FAR)
(j) Defense Federal Acquisition Regulation Supplement (DFARS)
(k) Navy Marine Corps Acquisition Regulations Supplement (NMCARS)
(l) DoD Instruction 5000.72 CH-2 of 06 November 2020
(m) DoD Directive 5500.07-R CH-7of 17 November 2011
(n) DoD COR Handbook 2021
(o) DoD 7100.14-R Financial Management Regulation
(p) DoN Simplified Acquisition Procedures Guide
(q) SECNAVINST 5200.43A
(r) SECNAV M-5510.30
(s) NAVSUP Contracting Officers Handbook
(t) NAVSUPINST 4205.3F
(u) NETCINST 4200.5A
(v) NSTCINST M-1533.2

1. Purpose. The purpose of this instruction is to establish Naval Service Training Command (NSTC) policy, assign responsibilities, and provide guidance in the formation and oversight of service and supply contracts.

2. Cancellation. NSTCINST 4210.1

3. Background. Contractor support obtained through award of service and supply contracts are essential to the NSTC enterprise's successful execution of its missions, functions, and tasks. Contracted support service and supply contracts require appropriate planning and budgeting, consistent with the management and oversight process for the acquisition of service and supply requirements. Disciplined oversight and management procedures at all levels of the chain of command are necessary to achieve best value and mission accomplishment. In addition,

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participation by the organization requiring contractor support in all phases of the acquisition process is essential for effective management of contractor support services.

4. Policy. The procedures obtained in this instruction shall be followed by NSTC directorates, special assistants and subordinate echelon commands. The intent of this instruction is not to modify, delete, or in any way relieve individuals from the responsibility to comply with all applicable acquisition regulations, directives, procedures, and instructions. Department directors, special assistants and subordinate echelon commands will ensure that only requisitions for supplies and services required to fulfill their mission are submitted.
5. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manuel 5210.1 of September 2019.
6. Review and Effective Date. Per OPNAVINST 5215.17A, NSTC will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, DoD, SECNAV, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will automatically expire 10 years after effective date unless reissued or canceled prior to the 10-year anniversary date, or an extension has been granted.



JENNIFER S. COUTURE

Releasability and distribution:

This instruction is cleared for public release and is available electronically only via Department of the Navy Issuances Web site, <https://www.netc.navy.mil/Commands/Naval-Service-Training-Command/NSTC-Directives>.

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Chapter 1 - CONTRACT PRE-AWARD REQUIREMENTS

1. Introduction. The Naval Supply Systems Command (NAVSUP) Fleet Logistics Center Norfolk is mission funded to procure supplies and services for Naval Education and Training Command (NETC) domain activities unless the requirement falls within the scope of unique contracting responsibilities assigned to another Naval Systems Command (SYSCOM). Each SYSCOM has supplemental guidance and procedures for awarding and administering contracts specific to their assigned contracting mission functions. Since NAVSUP is the primary mission funded provider for NETC logistics support, this instruction is aligned with NAVSUP policy, instructions, and templates available on the NAVSUP Contracting Knowledge Site (CKS).

2. Definitions.

a. Alternate Contracting Officer's Representative (ACOR). The alternate government official appointed in writing by the Contracting Officer. The ACOR performs the COR responsibilities including technical direction/clarification in the absence of the COR.

b. Bundling. Consolidating two or more requirements for supplies or services that were previously provided under separate smaller contracts that is likely to be unsuitable for award to a small business concern.

c. Commercial Services. Any service that is of a type customarily sold, leased, licensed, and used by the general public.

d. Contract Administrator (CA). A General Schedule (GS) job series that specializes in the development and formation of contract packages and post-award administration.

e. Contracting Officer. A government employee who has the authority to bind the government to the extent of the delegated authority.

f. Contracting Officer Representative (COR). A government employee designated (appointed) in writing by a Contracting Officer to serve as technical liaison between the government and a contractor for a specific contract, or specific portion of the contract. The authority delegated to the COR will not be re-delegated.

g. Government Property. All property owned or leased by the government and includes government furnished property, equipment, material and contractor-acquired property to which the government has title.

h. Inherently Governmental. Work function "so intimately related to the public interest as to require performance by government employees" to include functions that require the exercise in applying government authority or value judgments in making decisions for the government, determining policy, supervising government employees, procurement, determining Freedom of Information Act requests, agency responses, etc.

- i. Non-Personal Service Contract. A contract under which the contractor personnel rendering the services are not subject to the supervision and control of the government. All NSTC service contracts are Non-Personal service contracts.
 - j. Requirements Owner. The Requirements Owner is the command entity that has the need for or the need to provide the contracted services or supplies.
 - k. Requirements Review Board (RRB). RRB's role is to identify, plan, review, validate, prioritize, and approve the contractual services requirements for its respective activities.
 - l. 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 a supply item.
 - m. Supply Contract. A contract whose primary purpose is to provide and furnish an end property item. This does not include land, ships, buildings or similar type items.
 - n. Total Contract Value. The total contract value is the total price/cost of the contract to include the base contract, modifications and option years for the entire life of the contract.
 - o. Urgent and Compelling. Urgent and Compelling is a condition that will lead to death, serious injuries or risk to health or declared emergency or other Executive Directive requiring an immediate contract action in response.
3. Basic Fiscal Law. Appropriated funds can only be used in a manner authorized by law to meet a legitimate government business requirement.
- a. Purpose Law. Appropriations will only be applied to the objects for which the appropriations were made except as otherwise provided by law. The major appropriations categories are: Research, Development and Technology (RD&T); Other Procurement, Navy (OPN); Operation and Maintenance, Navy (OMN); Manpower Planning, Navy (MPN); and Military Construction (MILCON).
 - b. Necessary Expense Rule. Appropriations may only be used for a legitimate government need that is logically related to the appropriation's purpose and not prohibited by law or agency policy nor otherwise provided for.
 - c. Bona Fide Need Rule. Appropriated funds may only be used to procure necessary supplies and services needed to meet a legitimate government requirement using fiscal year funds in which the need aroused.
 - d. Antideficiency Act (ADA). Prohibits making expenditures in advance of appropriations or incurring obligations in excess of available amounts. This rule also prohibits acceptance of voluntary or personal services unless authorized by law.
 - e. Commitment. Administrative reservation of funds in an anticipation of future obligations. Funds are committed when the funding document is approved.

f. Obligation. Act of legally binding the Government to make payment. Funds are obligated when the contract is awarded.

4. Contract Processing and Submissions. All contract packages will be processed by the Requirements Owner's organization's logistics office. Upon the contract package being complete and finalized, the logistics office will submit the package to the appropriate contracting command.

5. Acquisition Planning. Primary purpose is to ensure that the government meets its needs in the most effective, economical and timely manner. This planning will integrate the efforts of all personnel responsible for significant aspects of the acquisition to ensure contract success. Improper planning typically results in long lead times, not receiving the services needed or not receiving the services when required. Acquisition planning starts with the requirements owner determining a service is needed and must take into consideration acquisition lead times and contracting command fiscal year cut-off dates. Table 1-1 lists acquisition lead times and cut-off dates.

6. Contract Workload Approval and Prioritization. The Requirements Owner will submit a request for services to the Logistics Director/Department Head for all new contracts. The request will contain a synopsis of the services or supplies being requested and if funding is available. All requests for services require the acceptance of the Logistics Director/Department Head before the workload will be assigned.

a. The Logistics Director/Department Head may request concurrence and prioritization from the Chief of Staff/Commanding Officer.

b. The Logistics Director/Department Head should consult with NSTC N1, NSTC Office of General Counsel, NSTC Safety and other Directorates/Departments as appropriate for the type of services/supplies being procured prior to accepting the workload.

c. The Logistics Director/Department Head will assign the requirement to a Contract Administrator.

d. The Logistics Director/Department Head may require the Requirements Owner present the request to the Requirements Review Board (RRB) for approval prior to accepting the workload.

e. Lower echelon commands may submit a request to the NSTC Logistics Director to assume Contract Administration duties for complex contract packages.

7. Requirements Owner. The Requirements Owner is responsible for initiating the acquisition process and developing the description of services or supplies based on the need to satisfy a mission requirement. The outcome and subsequent cost of the acquisition is dependent on the accuracy and completeness of the work description.

a. Request for Service. Contract package development is resource intensive and typically takes 32-48 work-hours for the Contract Administrator to complete the research and all of the documents required to be included in the package. This time varies depending on the type, marketplace and complexity of the services/supplies being pursued and ability of the Requirements Owner to define the actual requirement. Requirement Owners will only submit a Request of Service for contract actions that fulfills a bona fide need, will be funded, has the resources to conduct contract oversight, and that the command will pursue a contract award.

b. Service Contracts. The Requirements Owner is specifically responsible for initially drafting a description of the services being requested and may request technical assistance from the assigned Contract Administrator in the development of description of services. This description for service contracts will include:

(1) Description of work functions:

(a) Labor skill sets.

(b) Travel requirements.

(c) Estimated number of personnel needed to perform required tasks.

(d) Contract outputs/end results.

(e) Delivery/performance schedule.

(f) Quantities.

(2) Rough order of magnitude/cost.

(3) Special qualifications:

(a) Licenses.

(b) Education level.

(c) Proficiencies.

(d) Security requirements.

(4) Identifying need for Government Furnished Property.

(5) Location of services.

(6) Potential commercial sources.

(7) Contracting Officer Representative Nominee.

(8) Sole Source justification when only one source can fulfill the requirement.

c. Supply Contracts. Requirements Owner is specifically responsible for initially drafting a description of the supplies being requested and may request technical assistance from the assigned Contract Administrator in the development of description of services. This description will include at a minimum:

(1) Description of supplies:

(a) Salient characteristics.

(b) Delivery schedule.

(c) Quantities.

(2) Rough order of magnitude/cost.

(3) Special considerations:

(a) Installation access.

(b) Site conditions such as loading docks, availability of elevators, etc.

(c) Material handling.

(4) Potential commercial sources.

(5) Government point of contact.

(6) Sole source justification when only one source can fulfill the requirement.

d. Funding. The Requirements Owner will work with the Comptroller to ensure funding is available.

e. Contract Formulization. The Requirements Owner will work with the assigned Contract Administrator in the finalization of the required acquisition package paperwork.

8. Contract Administrator (CA). The assigned Contract Administrator will work with the Requirements Owner in developing and finalizing the acquisition package for submission to contracting activity. If assigned by the Logistics Director/Department Head, the following Contract Administrator functions will be performed by a Supply Technician:

a. Provide technical advice and acquisition assistance to the Requirements Owner.

b. Brief all Government personnel involved in the contract development of the Procurement Integrity Act restrictions.

c. Work with the Requirements Owner in drafting and finalizing the performance work statement (PWS)/statement of work (SOW). Ensure PWS/SOW contains all required standard paragraphs for installation access, security clearances, government furnished equipment, quality control plans, contractor's professional conduct and appearance, etc., as appropriate.

d. Identify and complete the documents required for submission with the acquisition package.

e. Conduct research to identify the proper acquisition strategy to procure the requirement.

f. Review if anticipated contract price will require approval from the RRB. Initiate request with Logistics Director to schedule the requirement to be presented in the next RRB.

g. Establish contract folder in the Contract Administrator Share Drive folder.

h. Update the status tracker.

i. Establish and maintain a Contracting Officer Representative (COR) Management Program to include tracking the COR's assignments, develop and conduct informal training, record reviews and other contracting specific type tasks.

9. Government Point of Contact (GPOC). Typically on supply contracts and low dollar/low risk service contracts, the Contracting Officer is not required or may elect not to assign a COR. On these contracts, the Requirements Owner will appoint a Government Point of Contact who will work with the CA in developing the acquisition package to the contracting command. The Government Point of Contact listed in the contract will be responsible for performing basic administration on these contracts.

10. Contracting Officer's Representative (COR). Typically, only service contracts require a COR. The COR's primary duty is to act as the "eyes and ears" of the Contracting Officer and provide deckplate level technical monitoring, quality assurance, and administration of a contract day-to-day contractor performance. CORs are required to be properly trained and appointed in writing at contract award.

a. The Requirements Owner shall identify a COR in the early stages of contract development.

b. Minimum COR competencies, experience, and training depend on the dollar value, complexity of the requirement, and contract performance risk for which the COR is designated. The types of standards are:

(1) Type A. Fixed-price contracts without incentives and low performance risk.

(2) Type B. Fixed-price contracts with incentives; fixed-price contracts with other than low performance risk; and other than fixed-price contracts. This includes everything other than Types A and C.

(3) Type C. Unique contract requirements that necessitate the COR have a higher education or specialized training beyond the Type B requirements.

c. To be nominated as a COR, an individual must:

(1) Be an employee, military or civilian, of the U.S. Government.

(2) Have completed all required COR training.

(3) Possess experience and technical knowledge commensurate with the COR responsibilities.

(4) Be able to dedicate required time to perform the duties.

(5) No personal conflicts of interest.

(6) Be able to observe contractor daily performance.

d. Refer to Tables 1-3, 1-4 and 1-5 for additional requirements.

11. COR Responsibilities. The COR is the “voice” of the Government and acts as the official liaison between the Contractor and the Requirements Owner.

a. Pre-Award Activities. The COR may be involved in:

(1) Participating in pre-award activities such as requirements definition, identify government furnished property, acquisition planning and contract formation processes.

(2) Assisting the CA as needed in preparation of the various required documentation.

b. Post-Award Activities. See Enclosure 2.

12. Multiple CORs. The Contracting Officer may assign multiple CORs to one contract and is typical when the contract services more than one location/military installation. The COR letter of delegation will designate each COR’s specific responsibilities.

13. COR Initial Requirements. The nominated COR will complete Type B contracts training requirements. Per references (l) and (t), satisfactory completion of the minimum requirements for Type B or Type C training satisfies the training requirements for Type A contracts. Training includes:

a. Initial Formal Training. Upon being recommended for nomination, the COR will complete the following training.

(1) Defense Acquisition University (DAU) COR 222 or CLC 222 Contracting Officer's Representative 32-hour course. First time CORs or CORs who have not served as a COR within the last 24-months will take the in-residence course COR 222 or COR 222V. These classes are available through DAU Equivalent Courses provided by authorized Commercial Vendors.

(2) DAU ACQ 0030 Overview of Acquisition Ethics or local ethics training equivalent.

(3) DAU DOD 0020 Combating Trafficking in Persons (CTIP) for Acquisition & Contracting Personnel.

(4) Contractor Performance Assessment Reporting System (CPARS) Overview is required for CORs on contracts exceeding total contract value of \$1 million. Training course is located on the CPARS.GOV web site.

(5) Quality and Narrative Writing.

(6) Additional training as required by the Contracting Officer.

b. Initial Informal Training. Upon being recommended for nomination, the COR will attend the following training conducted by the CA:

(1) COR Briefing.

(2) Contract File Folder Layout and file maintenance requirements.

(3) Wide Area Workflow (WAWF) electronic invoicing payment system is required for all CORs performing electronic acceptance.

(4) Additional Training as required for type of contract.

c. Confidential Financial Disclosure Report (OGE-450). The COR Nominee will file an OGE-450 with the Office of General Counsel.

d. Procurement Integrated Enterprise Environment Registration (PIEE). COR Nominee will register in the PIEE system with access to the Wide Area Workflow (WAWF), Electronic Document Access (EDA) and Surveillance and Performance Monitoring (SPM) modules.

14. COR Annual Requirements. CORs will complete annual Acquisition Ethics training and OGE-450 recertification.

15. COR Refresher Training. The COR is required to complete:

a. COR 222 or CLC 222 every three years.

b. A minimum of 8 hours of COR-specific training required every 3 years for Type A contracts and 16-hours for Type B or C contracts. See Table 1-6 for a list of courses.

c. DAU DoD 0020 Combating Trafficking in Persons (CTIP) for Acquisition & Contracting Personnel or equivalent.

d. CORs are encouraged to take additional training that would increase their technical or contracting knowledge.

16. COR Nomination. COR Nominations are submitted in the DoD COR Joint Appointment Module (JAM) located in the PIEE web site. The COR nominee is required to upload all completed training certificates. Once submitted, a nomination email will be sent to the nominee's supervisor for signature and then to the Contracting Officer for review and approval.

a. The COR is required to update the DoD JAM web site annually prior to exercising an option period of the contract.

b. The nominee will also have to register in the NAVSUP SEAPORT-E web site if the contract will be awarded under the SEAPORT-E strategic sourcing contracts.

17. COR Performance Assessment. The supervisor will incorporate performance of COR responsibilities into COR nominee's performance objectives for either their annual performance appraisal, evaluation, or FITREP throughout the period of the contract and is required to solicit input on performance of COR responsibilities from the contracting activity and contract administrator.

18. COR Termination. The COR delegation of authority remains in effect until terminated by the Contracting Officer. The COR is responsible for notifying their supervisor, contract administrator, and the contracting officer when they will be separating, transferring or no longer capable of fulfilling their duties.

19. Alternate Contracting Officer's Representative (ACOR). An ACOR may be appointed to perform the COR responsibilities including technical direction/clarification in the absence of the COR. ACORs will meet the same requirements as the COR.

20. Technical Assistant/Technical Point of Contact (TA/TPOC). Contracts that are large or complex may require appointing a Technical Assistant or Technical Point of Contact to assist in contract monitoring. TAs/TPOCs assist and support the COR, but do not have the authority to provide any technical direction or clarification directly to the contractor. TA/TPOCs must:

a. Be technically competent in areas they perform monitoring on.

b. Not have a conflict of interest with the Contractor.

c. Be designated in writing by the Chief of Staff or Commanding Officer and the letter must set forth the TA's/TPOC's responsibilities and limitations. See Sample Letter 1-1.

d. Complete the following training:

- (1) NSTC COR/TA/TPOC Briefing.
- (2) DAU ACQ 0030 Overview of Acquisition Ethics or local ethics training equivalent.
- (3) DAU DOD 0020 Combating Trafficking in Persons (CTIP) for Acquisition & Contracting Personnel.
- (4) Additional training as required by the Contracting Officer or Contract Administrator.
- (5) Additional training that would increase their technical or contracting knowledge.

21. Contract Package Documentation Development and other Requirements. Contract packages may vary depending on the services or supplies being obtained. Normally, contract packages will contain the following documentation.

a. Work Statement. A Statement of Work (SOW) or performance work statement (PWS) that clearly and accurately describes the essential characteristics and requirements of the desired services or supplies, length of contract, places of performance and deliverables. Service contract requirements are stated in terms of functions to be performed with desired/required outcomes and not directions on how to perform. Failure to ensure accuracy and completeness of this document increases the likelihood that the requiring activity will not receive the services or quality services needed to fulfill the requirement.

(1) Contracting Officers are required to provide full and open competition through use of competitive procedure(s) which mandates work statements be formulated to allow for maximum competition. Work statements should be developed to which a minimum of three commercial sources could provide the required services or supplies.

(2) Work statements need to be formulated taking into account special considerations on how the contract will be administered and acceptable minimum quality standards.

(3) Avoid unnecessary and unjustified bundling that precludes small businesses from participation as contractors. If bundling is determined to be necessary, the requirements owner will write and certify a determination memorandum that explains and justifies the need for bundling.

(4) Work statements for service contracts being performed on base and anticipated to have multiple contractor employees will include an on-site supervisor position.

(5) The Requirements Owner will approve the work statement prior to the Contract Administrator performing additional contract development functions. Any changes to the work

statement after approval could increase the processing time and delay the contract award or rejection of the contract development package back to the Requirements Owner until they can clearly define the requirement.

b. Market Research. Contract Administrators or supply technicians will conduct and document market research and analysis to determine the availability and suitability of existing commercial items that are capable of satisfying the requirements. If commercial sources do not exist, the requiring activity will modify its requirements in appropriate cases to ensure that the requirements can be met by commercial items. If the service cannot be provided by, commercial sources then identify other sources that could perform the requirement. Market research documents will include a list of potential known capable vendors. The desired goal is to identify a minimum of three companies that could compete for the contract award.

c. Independent Government Cost Estimate. The Independent Government Cost Estimate (IGCE) is the government's developed estimate of the projected cost of the contract action. These costs include direct costs such as labor, products, equipment, travel and shipping expenses; indirect costs such as labor and material overhead and general and administrative expenses; and profit or fee. The IGCE maximum cost is utilized in planning purposes and funding document request. The IGCE is used in developing the Cost Line Item Number (CLINS) recommendation.

d. Quality Assurance Surveillance Plan. The primary tool used by the government to ensure it receives services at an acceptable level and that the government is getting what it is paying for. The Quality Assurance Surveillance Plan (QASP) should be prepared in conjunction with preparation of the SOW/PWS and should specify all work requiring surveillance and the method of surveillance. The type and frequency of inspections performed under the QASP will vary depending on risk, criticality, and contractor past performance.

e. Performance Requirement Summary (PRS). The Performance Requirement Summary (PRS) is included in the SOW/PWS and identifies individual task and quality levels, which the contractor has to obtain to be acceptable. Quality levels greater than 90% should only be used for high critical requirement elements.

f. Non-Personal Service Certification. The Non-Personal Service Certification ensures that the requiring activity acknowledges and certifies that the contract services will be non-personal in nature and that the government has no supervisor-subordinate type relationship.

g. Inherently Governmental Function (IGF) Certification. The Inherently Governmental Function (IGF) Certification and worksheet ensures that all aspects of the contract requirements similar to governmental functions are properly identified and mitigation measures are implemented to ensure the contractor does not perform an inherently governmental function.

h. Source Selection Criteria. The Source Selection Memorandum identifies the desired method in which the contract award winner is selected. Normally, Lowest Priced Technically

Acceptable (LPTA) is used. Occasionally it is in the government's best interest to use a Trade Off method which results in paying higher costs for higher quality of service. The contracting command's Source Selection Authority makes the final determination of which criteria is used.

i. Method of Payment. The manner that the contractor will invoice and paid.

(1) Wide Area Work Flow. Wide Area Work Flow (WAWF) is the DoD's electronic invoicing system and is mandated, with limited exceptions, to process invoices for payment. The WAWF worksheet will be completed identifying the proper DoDAACs for the inspector/acceptor, Local Processing Officer (LPO), and DFAS site who will issue payments.

(2) Government Commercial Purchase Card. The Government Commercial Purchase Card (GCPC) is a less preferred method of payment and will only be used when the acquisition meets an exception listed in reference (j). When the GCPC is utilized as a method of payment, the GCPC Card Holder is required to comply with the terms and conditions of the contract. The GCPC worksheet will be completed identifying the GCPC Cardholder and contact information. At no time will the GCPC number be identified in the contract documents.

j. Sole-Source or Limited Source Justification and Approval (J&A). When only one source or when limited competition of sources that can compete for the contract are identified, then the Requirements Owner is required to complete and certify a Sole-Source or Limited Source Justification and Approval (J&A) memorandum attesting to the fact. J&A's are legally scrutinized by the Head of Contracting Authority and Office of General Counsel and the justification write-up must be able to withstand this scrutiny.

k. Miscellaneous Forms. Required forms vary depending on type of services or supplies being acquired.

(1) Security Classification Specification, DD 254 are required for all service contracts in which the contractor is required to access government information systems and/or handle sensitive or classified information.

(2) Information Technology Procurement Request (ITPR) are required for information technology services listed in the most current DoN CIO ITPR guidance.

(3) Technical exhibits, attachments or drawings as required.

(4) Contract Data Requirements List (CDRL) for any contract in which deliverable(s) will be required to be produced and provided by the contractor. Deliverables include reports, documents, electronic files, presentations and other similar type documentation. CDRLs will be included on contracts containing GFP to require the contractor to submit annual inventories.

(5) Reference listings are required on contracts in which the contractor will be required to comply with a Navy instruction. Reference listings are required to be specific.

(6) Mandatory training requirements must be identified in which the contractor will have to complete. This includes annual privacy training, cyber security and other courses.

(7) Government furnished property (GFP) listing and justification memorandum. GFP includes Government Furnished Material (GFM), information (GFI), and/or equipment (GFE) needed by the contractor to perform the work. GFP is limited to property in which the contractor cannot acquire or is determined in the government's best interest to provide. GFP has to be identified early in the acquisition process and listing must be included in the acquisition package. Final determination of allowing GFP on the contract rests with the Contracting Officer.

(8) Management and Oversight Process for the Acquisition of Services (MOPAS) for acquisitions over \$150,000.

(9) Life Cycle Support Plans are the responsibility of the Requirements Owner and are required for all information technology systems, trainers and other enduring systems. Life Cycle Support Plans identify the acquisition, implementation, execution, maintenance and disposition of the equipment.

(10) Approved Business Case Analysis approval is the responsibility of the Requirements Owner for all acquisitions over \$1,000,000.

(11) Any other documents required to support the need for or describe the requirement, e.g., an explanation of the need for contractor travel, special considerations, rules, laws affecting the requirement.

22. Acquisition Approvals. Contracts with a total contract cost that meet the \$250,000 threshold are required to be approved by the Requirements Review Board (RRB).

23. Funding Document Request. Funding document request will be submitted to Finance Office and contain the following information:

a. Request worksheet identifying:

(1) Contracting Office.

(2) Technical Point of Contact. The Technical Point of Contract will be the Contract Administrator processing the package.

(3) Program Name with Short Description of Services.

(4) Period of Performance.

(5) Recommended PSC and SOCC codes.

(6) Contract Cost.

(7) RRB number if required.

(8) GT&C number if a NAWCTSD contract or Government to Government contract.

(9) Type of funds (OMN or OPN).

(10) Direct or Reimbursable.

(11) Required by date.

b. SOW/PWS.

c. IGCE.

d. ITPR.

24. Submission. The CA will submit only complete acquisition packages to the contracting office with award authority for the services being pursued. Upon fiscal acceptance by the contracting office, the CA will send the acceptance document to the fiscal point of contact and work with the Contracting Specialist throughout the award process to help ensure a successful contract award. The CA will act as the single point of contact and liaison between NSTC and the contracting command.

25. Technical Evaluation. Technical evaluations of bid proposals are conducted by government employees knowledgeable of the services being procured to ensure that the bids meet minimum technical requirements identified in the SOW/PWS.

a. Requirements owner will:

(1) Act as or appoint a technical evaluation team chair.

(2) Identify technical evaluation team. This will be the selected team member's primary duty during the entire evaluation process.

b. CA will:

(1) Develop a standardized evaluation method based off the requirements listed in the PWS/SOW and Section L and M of the solicitation.

(2) Coordinate with the technical evaluation chair the location and times the technical evaluation will be conducted.

(3) Obtain Procurement Integrity forms for each evaluation team member.

(4) Safe keep procurement information from unauthorized disclosure.

- (5) Prepare packages and other documents, supplies, resources, etc. needed for the technical evaluation team.
- (6) Brief the technical evaluation team on evaluation requirements and process.
- (7) Upon completion, collect all evaluation notes and receive the team's evaluation results.
- (8) Submit evaluation results to the Contracting Specialist.

Table 1-1 Acquisition Planning Lead Times and End of Fiscal Year Submit by Dates

PROCUREMENT ACTION LEAD TIMES (PALT) – Common Type Contracts used by NSTC					
CATEGORY I – SIMPLIFIED ACQUISITION					
PALT CODE	DESCRIPTION	NSTC N4 GOAL	FLC GOAL	TOTAL LEAD TIME	DEFINITION
SAP Services < \$250K	SAP ONLY-Services	15 to 45 days depending on level of effort and complexity	60 days	75-105 days	SAP
SAP Supplies < \$250K	SAP ONLY-Supplies		60 days	75-105 days	SAP
CATEGORY II – ORDERS UNDER CONTRACT					
FSS Order-Services	Order for services under FSS	15 to 45 days depending on level of effort and complexity	30 days-SAP 60 days - LC	45-75 days 75-105 days	≤\$150K-SAP >\$150K-LC
FSS Order-Supplies	Order for supplies under FSS		30 days-SAP 60 days - LC	45-75 days 75-105 days	≤\$150K-SAP >\$150K-LC
IDIQ Order Comp FFP	FFP competed supply or service IDC order		30 days-SAP 60 days - LC	45-75 days 75-105 days	≤\$150K-SAP >\$150K-LC
IDIQ Order Non-compete FFP	FFP non-completed supply or service IDC order		30 days	45-75 days	≤\$150K-SAP >\$150K-LC
IDIQ Order Comp Other	Competed supply or service IDC order, other than FFP		60 days	75-105 days	Large
IDIQ Order Non-compete Other	Non-competed supply or service IDC order, other than FFP		30 days	45-75 days	Large
BOA/BPA Order-Services	Order for services under BOA/BPA		30 days-SAP 60 days - LC	45-75 days 75-105 days	≤\$150K-SAP >\$150K-LC
BOA-BPA Order-Supplies	Order for supplies under BOA/BPA		30 days-SAP 60 days - LC	45-75 days 75-105 days	≤\$150K-SAP >\$150K-LC
CATEGORY III – LARGE CONTRACTS					
Others Not Listed	Competed and Non Competed	30 to 60 days depending on level of effort and complexity	120-240 days	150-300 days	LC
MODIFICATIONS					
SAP Only	Contact Modifications	20 days	30 days	50 days	SAP
SAP Option	Exercise Option Period	10 days	90 days	100 days	SAP

NAVSUP END OF FISCAL YEAR SERVICE CONTRACTS SUBMIT BY DATES Common Type Contracts used by NSTC			
Type of Action	Dollar Amount	Due to N4/Supply NLT	Est. Required Submit to FLC by Date*
New/Follow-on Contract	\$7 million to \$50 million	30 to 60 days prior depending on level of effort and complexity	November 13 th
New/Follow-on Contract/ Non-commercial Items/ Services	over \$250K to \$7 million		November 13 th
Commercial Items/ Services	over \$250K to \$7 million	15 to 45 days prior depending on level of effort and complexity	March 5 th
Seaport E Task Orders	over \$10 million		March 5 th
Seaport E Task Orders	less than \$10 million		April 2 nd
Orders Against Multiple Award Contract (MAC)	over \$10 million		April 2 nd
	less than \$10 million		May 7 th
Annual Rental or Maintenance	over \$250k		15 days prior
Interagency Acquisitions	over \$250,000	15 to 45 days prior depending on level of effort and complexity	June 4 th
Exercise of Option	All	15 days prior	June 4 th
Annual Rental or Maintenance	\$250,000 or less	15 to 45 days prior depending on level of effort and complexity	July 2 nd
Purchase/Task/Delivery Orders	\$25,001 to \$250,000		August 1 st
	\$25,000 or less		August 20 th

* These dates are for planning purposes only and may vary. Purchase requests must be submitted to FLC no later than the established dates. These dates may vary and actual dates are published on the NAVSUP contracting knowledge web site.

TABLE 1-1 ACRONYMS AND DEFINITIONS	
BOA	Blanket Ordering Agreement. A written instrument of understanding negotiated between a procuring activity and a contractor when government future needs are undetermined
BPA	Blanket Purchase Agreement. Simplified method of filling the government has anticipated repetitive needs with qualified sources of supplies.
FFP	Firm Fixed Price
FLC	Fleet Logistics Center
FSS	Federal Supply Schedules
IDIQ	Indefinite Delivery Indefinite Quantity. A contract that provides a minimum and maximum amount of supplies/services that can be ordered from a particular vendor and establishes the Terms and Conditions. IDIQ's require separate orders placed against them, which contains the delivery dates, quantities and funding.
LC	Large Contract. Service contracts with a value over \$250,000
MAC	Multiple Award Contract. Pre-approved contracts from multiple vendors in which orders for certain services orders may be placed.
NAVSUP	Naval Supply Systems Command
NLT	No Later Than
SAP	Simplified Acquisition Procedures. Service contracts with a value under \$250,000
Seaport E	Pre-approved contracts from multiple vendors in which orders for certain professional support services orders may be placed. Includes engineering services, financial management and program management.

Table 1-2 Commercial Acquisition Check-List

Commercial Supply Purchase			Commercial Services Purchase		
Yes	N/A	Task	Yes	N/A	Task
		Requirement specification with salient characteristics and description./PWS/SOW			Performance Work Statement (PWS), Statement of Work (SOW), or Statement of Objectives (SOO).
		Market Research.			Market Research.
		A list of all known potential sources			A list of all known potential sources
		Independent Government Cost Estimate (IGCE) for the base and all option periods. Note: Do not reference a specific contractor.			Independent Government Cost Estimate (IGCE) for the base and all option periods. Note: Do not reference a specific contractor.
		Person receiving supply contact details to include phone number and e-mail.			Performance Requirements Summary (PRS) and Quality Assurance Surveillance Plan (QASP)
		Previous purchase history, if known.			Non-Personal Service Statement
		WAWF Table			Inherently Governmental Function Cert & Checklist
		Fully executed PR&C (Funding Document)			WAWF Table
Miscellaneous Forms (As applicable)					Previous purchase history, if known.
		ITPR - All IT Acquisitions			Requested Source Selection Evaluation (LP/LPTA/Trade- Off)
		Sole-Source/Limited Source - Any acquisition that limits competition			ITPR - All IT Acquisitions
		List of contract deliverables or, if applicable, Contract Data Requirements List (CDRL – DD Form 1423).			Nomination letter for Contracting Officer's Representative with supporting certification/training documents submitted in the PIEE/JAM system.
		Tech Exhibits/Attachments			RRB Number - total value over \$250,000
		Drawings			COR Nomination or Gov POC - As required
		Reference Listing			Fully executed PR&C (Funding Document)
		Lease Vs Purchase Evaluation Worksheet	Miscellaneous Forms (As applicable)		
		Unique Item Identifier - Unit price is over \$5K	Miscellaneous Forms (As applicable)		
		List of government furnished property (GFP), government furnished equipment, government furnished services, and/or government furnished facilities (if applicable).			DD Form 254 – Contract Security Classification Specification for classified actions to include CUI and NMCI access (if applicable).
		DD Form 254 – Contract Security Classification Specification for classified actions to include CUI and NMCI access (if applicable).			List of contract deliverables or, if applicable, Contract Data Requirements List (CDRL – DD Form 1423). - Needed if any reports, meeting minutes, etc.
					GFP Memo listing all government furnished property (GFP), government furnished equipment, government furnished services, and/or government furnished facilities (if applicable).
					Tech Exhibits/Attachments
					Reference Listing
					Drawings
					Sole-Source/Limited Source - Any acquisition that limits competition
					Mandatory training requirements - If primary place of work is on-base or IT access
					Business Case Analysis - If above \$1M

Table 1-3
DoD Standard for Certification of CORs – Type A Contracts

NATURE OF TYPE A: WORK OR REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE AND TRAINING REQUIREMENTS
<p>Fixed-price contracts without incentives and low performance risk.</p> <p>Attributes of such requirements might include:</p> <ul style="list-style-type: none"> • Lack of technical or administrative complexity • No identifiable risk factors • Limited requirement for technical expertise • Low likelihood of modification • Effort is a follow-on to an existing contract <p>COR responsibilities are generally limited to minimal technical and administrative contract surveillance.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to detail • Decision making • Flexibility • Oral and written communication • Problem solving and reasoning • Self-management and initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business ethics • Effective communication of contract requirements • Effective contract performance management • Effective COR performance 	<p>On completion of mandatory training, the COR should be able to perform at least these competencies in a manner consistent with the nature of Type A work or requirements:</p> <ul style="list-style-type: none"> • Assist in acquisition planning. • Assist in contract award process. • Establish and maintain a COR file with all required documentation. • Identify and prevent unethical conduct and instances of fraud, waste and abuse. • Perform technical and administrative contract surveillance and reporting responsibilities in accordance with the letter of designation and surveillance plan. • Recommend contract changes when necessary and monitor contract performance as modified. • Monitor contract expenditures and payments. • Monitor contract schedule compliance. • Perform liaison responsibilities between the contracting officer, the requiring activity, and the contractor for management of the contract. • Inspect and accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. • Monitor the control and disposition of U.S. Government furnished assets. • Perform surveillance in a contingency environment, when applicable. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: Minimum of 6 months unless waived. The waiver must be addressed in the nomination package. • Relevant technical experience: As determined by the requiring activity and COR Management for the contracting officer’s consideration. • General competencies: As determined by the nominating supervisor for the contracting officer’s consideration. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU course, “Contracting Officer’s Representative with a Mission Focus” (online). • DAU course, “COR in a Contingency Environment,” when applicable (classroom or online). • WAWF training (online). • DoD Component provided ethics (designated OGE Form 450 filers only) & CTIP training. • Additional training mandated by the contracting activity or agency (e.g., security, etc.). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 8 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Before assuming COR responsibilities, if the individual has not served as a COR within the previous 24 months. • Annual DoD Component provided ethics (designated OGE Form 450 filers only) • CTIP training every 3 years. • Any additional training mandated by the contracting activity or agency.

**Table 1-4
DoD Standard for Certification of CORs – Type B Contracts**

NATURE OF TYPE B: WORK OR REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE AND TRAINING REQUIREMENTS
<p>Fixed-price contracts with incentives; fixed-price contracts with other than low performance risk; and other than fixed-price contracts. This includes everything other than Types A and C.</p> <p>Attributes of such requirements might include:</p> <ul style="list-style-type: none"> • Contract complexity or performance risk • Effort will be performed in multiple regions or remote geographic locations • The need for increased surveillance • Magnitude of the requirement • The contract contains incentive arrangements or cost sharing provisions • The contract is cost-type of T&M or LH type, or FP LOE <p>COR responsibilities are of increased complexity.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to detail • Decision making • Flexibility • Influencing and persuasive interpersonal skills • Oral and written communication • Planning and evaluating • Problem solving • Reasoning • Self-management and initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business ethics • Defining government requirements • Understanding and knowledge of contract type • Effective analytic skills • Effective communication of contract requirements • Effective contract performance management • Effective COR performance • Project management • Strategic planning • Understanding the marketplace 	<p>On completion of mandatory training, the COR should be able to perform at least these competencies in a manner consistent with the nature of Type B work or requirements:</p> <ul style="list-style-type: none"> • Assist in acquisition planning. • Assist in contract award process. • Establish and maintain COR file with all required documentation. • Identify and prevent unethical conduct and instances of fraud, waste and abuse. • Review technical deliverables and ensure compliance with Statement of Work or Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a quality assurance surveillance plan or other quality surveillance plan). • Perform administrative monitoring and reporting responsibilities (e.g., handle security issues, attend meetings, etc.). • Recommend contract changes when necessary and monitor contract performance as modified. • Monitor contract expenditures and payments. • Monitor contract schedule compliance. • Perform liaison responsibilities between the contracting officer and the contractor for management of the contract. • Inspect, and accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. • Review and validate that contractor payment requests are commensurate with performance. • Monitor control and disposition of U.S Government furnished assets. • Perform surveillance in a contingency environment, when applicable. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: Minimum of 12 months unless waived. The waiver must be addressed in the nomination package. • Relevant technical experience: As determined by the requiring activity or COR management for the contracting officer’s consideration. • General competencies: As determined by the nominating supervisor for the contracting officer’s consideration. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU course, “Contracting Officer’s Representative” (classroom or on-line) or AU-CL or equivalent course. • DAU course, “COR in a Contingency Environment,” when applicable (classroom or online). • WAWF training (online). • DoD Component provided ethics (designated OGE Form 450 filers only) & CTIP training. • Additional training mandated by the contracting activity or agency (e.g., security, etc.). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 16 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Before assuming COR responsibilities, if the individual has not served as a COR within the previous 24 months. • Annual DoD Component provided ethics (designated OGE Form 450 filers only) • CTIP training every 3 years. • Any additional training mandated by the contracting activity or agency.

**Table 1-5
DoD Standard for Certification of CORs – Type C Contracts**

NATURE OF TYPE C: WORK OR REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE AND TRAINING REQUIREMENTS
<p>Unique contract requirements that necessitate the COR have a higher education or specialized training beyond the Type B requirements.</p> <p>Attributes of such requirements might include:</p> <ul style="list-style-type: none"> • Environmental remediation • Major weapons systems • Medical or dental or veterinarian services, etc. <p>COR responsibilities are of increased complexity.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to detail • Decision making • Flexibility • Influencing and persuasive Interpersonal skills • Oral and written communication • Planning and evaluating • Problem solving • Reasoning • Self-management and initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business ethics • Defining government requirements • Understanding and knowledge of contract type • Effective analytic skills • Effective communication of contract requirements • Effective contract performance management • Effective COR performance • Project management • Strategic planning • Understanding the marketplace 	<p>On completion of mandatory training, COR should be able to perform at least these competencies in a manner consistent with the nature of Type C work or requirements:</p> <ul style="list-style-type: none"> • Assist in acquisition planning. • Assist in contract award process. • Establish and maintain COR file with all required documentation. • Identify and prevent unethical conduct and instances of fraud, waste and abuse. • Review technical deliverables and ensure compliance with Statement of Work or Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a quality assurance surveillance plan or other quality surveillance plan). • Perform administrative monitoring and reporting responsibilities (e.g., handle security issues, attend meetings, etc.). • Recommend contract changes when necessary and monitor contract performance as modified. • Monitor contract expenditures. • Monitor contract schedule compliance. • Perform liaison responsibilities between the contracting officer and the contractor for management of the contract. • Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. • Review and validate that contractor payment requests are commensurate with performance. • Monitor and control disposition of government furnished assets. • Perform surveillance in a contingency environment, when applicable. • Other specific functions consistent with the objectives of the activity’s mandatory specialized or technical training. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: Minimum of 12 months unless waived. The waiver must be addressed in nomination package. • Relevant technical experience: As determined by the requiring activity or COR management for the contracting officer’s consideration. • General competencies: As determined by the nominating supervisor for the contracting officer’s consideration. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU course, “Contracting Officer’s Representative” (classroom or on-line) or ALU-CL or equivalent course. • DAU course “COR in a Contingency Environment,” when applicable (classroom or online). • WAWF training (online). • DoD Component provided ethics (designated OGE Form 450 filers only) & CTIP training. • Additional training mandated by the contracting activity or agency (e.g., security, etc.). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 16 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Before assuming COR responsibilities, if the individual has not served as a COR within the previous 24 months. • Annual DoD Component provided ethics (designated OGE Form 450 filers only) • CTIP training every 3 years. • Any additional training mandated by the contracting activity or agency. • Any necessary for maintenance of license or certification, etc.

Table 1-6 Continual Education Courses

General Competencies Topics	Possible DAU CL Training Courses	CLP
Attention to Detail	1. HBS 220 Meeting Management	2.5
Decision-Making	1. HBS 205 Decision Making	2.5
Flexibility	1. HBS 233 Feedback Essentials	2.5
	2. HBS 204 Customer Focus	2.5
Influencing/Persuasive Interpersonal Skills	1. HBS 219 Difficult Interactions	2.5
	2. HBS 222 Persuading Others	2.5
	3. HBS 228 Leading and Motivating	2.5
	4. HBS 239 Team Management	2.5
	5. HBS 230 Coaching	2.5
	6. HBS 221 Negotiating	2.5
Oral and Written Communication	1. HBS 223 Presentation Skills	2.5
	2. HBS 220 Meeting Management	2.5
	3. HBS 221 Negotiating	2.5
	4. HBS 224 Writing Skills	2.5
Planning and Evaluating	1. HBS 218 Strategy Execution	2.5
	2. HBS 227 Strategic Thinking	2.5
	3. HBS 234 Goal Setting	2.5
Problem Solving	1. HBS 214 Crisis Management	2.5
	2. CLM 017 Risk Management	8
Reasoning	1. CLM 017 Risk Management	8
Self-Management/Initiative	1. HBS 212 Time Management	2.5
Teamwork	1. CLM 014 IPT Management and Leadership	8
	2. HBS 239 Team Management	2.5
	3. HBS 240 Virtual Teams	2.5
Technical Competencies Topics		
Business Ethics	1. CLM 003 Ethics Training for AT&L Workforce	2
	2. CLC 132 Organizational Conflicts of Interest	1
Defining Government Requirements	1. CLC 007 Contract Source Selection	1
	2. CLC 020 Commercial Item Determination	3.5
	3. CLB 023 Software Cost Estimating	2
	4. CLC 055 Competition Requirements for DoD Acquisition	2
	5. CLM 013 Work Breakdown Structure	6
Effective Analytical Skills	1. HBS 235 Performance Appraisal	2.5
	2. CLB 018 Earned Value and Financial Management Reports	1
~ Effective Communication of Contract requirements	1. CLC 011 Contracting for the Rest of Us	2
	2. CLC 060 Time and Materials Contracts	1
	3. CLE 016 Outcome-Based Performance Measures	3
~ Understanding and Knowledge of Contract Type	4. CLM 024 Contracting Overview	8
	5. CLM 031 Improved Statement of Work	4
	6. CON 237 Simplified Acquisition Procedures	16
Effective Contract Performance Management	1. CLC 013 Performance-Based Services Acquisition	6
	2. CLC 018 Contractual Incentives	3
	3. HBS 235 Performance Appraisal	2.5
Effective COR Performance	1. CLC 106 Contracting Officer Representative with a Mission Focus	8
	2. CLC 206 Contracting Officer Representative in a Contingency	3
	3. CLC 006 Contract Terminations	2
	4. CLC 026 Performance Based Payments Overview	0.5
	5. CLC 028 Past Performance Information	3
	6. CLC 133 Contract Payment Instructions	1
	7. CLM 039 Foundations of Government Property	1.5
	8. CLC 222 Online Training for Contracting Officer's Representative	32
	9. FAC017 COTR Refresher	8
Project Management	1. HBS 211 Project Management	2.5
	2. CLM 014 IPT Management and Leadership	8
Strategic Planning	1. CLC 108 Strategic Sourcing Overview	4.5
	2. HBS 218 Strategy Execution	2.5
	3. HBS 227 Strategic Thinking	2.5
Understanding the Marketplace	1. CLC 004 Market Research	3

1 Nov 2022

Sample TA/TPOC Letter 1-1

SSIC

Ser/Office Code

Date

From: (Chief of Staff or Commanding Officer of requiring activity)

To: (TA or TPOC)

Subj: APPOINTMENT AS TECHNICAL ASSISTANT (TA) (or TECHNICAL ASSISTANT POINT OF CONTACT (TPOC)) TO THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) NAVSUPINST 4205.3F

(b) NSTCINST 4205.1

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

a. Contract Number:

b. Contractor:

c. 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:

- a. Identify contractor deficiencies to the COR.
- b. Review contract 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 per the format and procedures prescribed by the COR.
- d. Identify contractor noncompliance with reporting requirements to the COR.
- e. Review contractor monthly reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance or rejection.
- f. 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.
- g. Provide detailed written reports of any trip, meeting or conversation to the COR subsequent to any interface between the TA/TPOC and the contractor.

I. M. COMMANDER

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

Date

(The TA will retain one copy of this letter, provide one copy to the Contracting Officer (ordering officer), one copy to the COR or NSTC CA for retention in the contract file and one copy to the initiating official. Distribution to be complete within 10 days of receipt).

Chapter 2 - CONTRACT POST AWARD REQUIREMENTS

1. Introduction. Contract Administration is the administrative activities that occur starting at contract award until contract closeout. Contracting instruments have been increasingly under scrutiny due to mismanagement, parties failing to comply with the contract, fraud and poor quality of service/products. The primary purpose of the Contract Administrators (CA) and Contracting Officer Representatives (COR) are ensuring that both the government and contractor comply with the contract terms and conditions and fulfilling their obligations. These steps include monitoring contractor performance, inspecting/accepting services, processing invoices, documentation, initiate modification requests, problem solving and coordinating between the contracting parties that arise during contract execution.

2. CA Post-Award Duties and Responsibilities. The assigned CA will:

- a. Provide acquisition and regulatory guidance as required.
- b. Conduct contract specific tasks to include:
 - (1) Contract Receipt and Reviews.
 - (2) Modifications.
 - (3) Cost Analysis.
 - (4) Audit support.
 - (5) Exercising Option Years.
- c. Submit a copy of the contract to the Financial Technician who will enter the required line item and finance information into the finance system.
- d. Process any recoupment of unused funds.
- e. In conjunction with the COR, conduct, analyze and assign a quality control risk factor rating.
- f. Process invoices if not assigned to the COR.
- g. Conduct annual contract file audits to ensure accuracy and completeness. Report results to the RRB.
- h. Report contract-monitoring issues to the Requirements Owner and Contracting Officer.
- i. Maintain contract files folder in the Contract Administrator Share Drive and/or SharePoint folder.

- j. Update the status tracker for all multi-period service contracts.
 - k. Lead in responding to external data calls and financial audit requests.
- l. Assist the Contractor in registering in the PIEE WAWF electronic invoicing website and the PIEE GFP module if GFP is authorized on the contract.
3. Government Point of Contact. On contracts which the Contracting Officer does not require the assignment of a COR, the Government Point of Contact (GPOC) will perform contract review, coordination with the contractor in delivery of services, installation access, quality review and inspections, tracking of deliverables, acceptance, contract file maintenance and processing the contract for close-out once the contract is physically complete. Any issues shall be directed to the CA. The GPOC is not delegated COR authority and must conduct themselves within the limits of those allowed in the contract.
4. Commercial Government Purchase Card Special Considerations. On contracts that uses the Commercial Government Purchase Card (GCPC) as the method of payment, the Card Holder (CH) will act as the Government Point of Contact unless specified otherwise in the contract. The CH will maintain both a GCPC file and a contract file. The Approving Official (AO) will conduct annual Cancelling Funds requirement and ensure that the CH initiate Contract Closeout soon after the contract is physically complete and all payment actions have been processed and reconciled.
5. COR Post-Award Duties and Responsibilities. The COR's primary duty is to assist the Contracting Officer in the deckplate technical monitoring and administration of a contract as specified in the appointment letter. In absence of the COR, the ACOR will assume all duties of the COR to include the following:
- a. Read and understand the contract thoroughly.
 - b. Read, understand and comply with the COR designation letter.
 - c. Maintain detailed file documentation in the CA Share Drive/SharePoint folder.
 - d. Monitor and evaluate contract performance and timely receipt of deliverables.
 - e. Inform the Contracting Officer and CA of any problems or non-conformances.
 - f. Ensure that the Contractor is meeting the requirements of the contract.
 - g. If assigned, processed invoices in a proper and timely manner.
6. TA/TPOC Post-Award Duties and Responsibilities. The TA/TPOC will assist the COR in observing and documenting the daily operation of the contractor and conduct performance monitoring and quality assurance functions per the contract and QASP as directed by the COR. The COR will ensure all information received from the TA is accurate and complete.

a. The TA/TPOC will:

- (1) Read and understand the contract, CAP and QASP.
- (2) Maintain a non-personal relationship with the Contractor.
- (3) Identify contractor deficiencies to the COR.
- (4) Review contract and make acceptance/rejection recommendations, and provide the COR with documentation to support the recommendation (if applicable).
- (5) Assist the COR in preparing reports and past performance evaluations.
- (6) For Cost and Time and Material contracts, review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs. Provide the COR with recommendations to facilitate COR certification of the invoice.
- (7) Provide detailed written reports of any trips, meeting, or conversations to the COR subsequent to any interface between the TA and the Contractor.

b. The TA/TPOC will not:

- (1) Direct the Contractor on how to perform the tasks within the contract.
- (2) Discuss issues with the contractor.
- (3) Exceed their level of authority outlined in their designation letter.

7. Contract Kick-Off Meeting. On service contracts, the COR will coordinate and schedule a Kick-Off meeting between the government and the contractor. The agenda and required participants will vary between contracts with minimum attendees for the government being the COR and CA. Typical agendas include introduction of key members, reviewing the contract, contractor identification requirements, deliverables, business rules and expectations in the execution of the contract with an outcome goal of achieving a clear and mutual understanding of the contract requirements and identifying and resolving any potential or actual problems.

8. Security Clearances. Contractors who require access to a government computer system and/or contracted duties requiring accessing Controlled Unclassified Information (CUI) are required to have a favorably adjudicated T3 or T3R investigation to be eligible for a secret or interim secret clearance. The COR will ensure contractor personnel in-process with the command Security Manager upon arrival at the Navy command and out-process prior to their departure at the completion of the individual's performance under the contract. The COR will work with the NSTC Security Manager to verify the contractor employee has the proper clearance level prior to being granted access to any sensitive or classified information.

9. Common Access Card. Contractor employees who require access to government computer systems are required to obtain a Common Access Card (CAC). The COR will verify that there is a contractual requirement for the contractor to access a government systems and submit a DD Form 1172 to the NSTC Security Manager. Only the COR is delegated authority to sign as the sponsor on the DD Form 1172. In absence of the COR, the Assistant COR (ACOR) may sign.

a. Upon receipt of the DD Form 1172, the NSTC Security Manager will verify the contractor employee's eligibility in The Defense Information System for Security (DISS). Once eligibility is confirmed, the NSTC Security Manager or his designee will initiate an application in the Trusted Associate Sponsorship System (TASS) which is the first step of obtaining the required CAC card.

b. The NSTC Security Manager will submit automated TASS reverification notifications to the COR whom will verify that the contractor is still on contract and continues to require access to the government computer system.

c. When a contractor employee leaves a contract or a contract ends, the COR will collect the CAC card(s). In absence of a COR, the CACs will be turned into the NSTC Contract Administrator and;

(1) Notify the NSTC Security Manager to deactivate the TASS account(s).

(2) Using a permanent marker, write "VOID" across the front of the CAC.

(3) Return the CACs to the Personnel Support Detachment (PSD) ID card section.

10. Computer System Access. Service contractor's requiring access to government computer systems/networks will have a favorably adjudicated background investigation for the appropriate classification required for access and a CAC issued prior to requesting system access.

a. The decision to authorize access to a government IT system/network is inherently governmental therefore, the COR will verify the system is required to meet a contract requirement, that the form is properly completed and the contractor has completed the Information Assurance (IA) training and then sign in the "Supervisor" block. Certain systems require a dedicated government official to sign the SAAR. In these cases, the SAAR will be routed to this person for signature via the COR. The COR will then submit the SAAR/SAAR-N along with a copy of the IA training certificate for processing and system/network account set-up.

b. The COR will verify annually that the contractor requires continual access to the computer system/network and that the contractor employees complete annual IA training.

c. When a contractor employee leaves a contract or a contract ends, the COR will notify the computer system owners to deactivate account accesses.

d. If a contractor violates computer system access/network rules, the COR will notify the system owner and have the account suspended until the issue is acceptably resolved.

11. Installation Access. Contractors requiring installation access but do not require access to a government computer system/network and the contract does not allow handling of sensitive information will be processed under the Defense Biometric Identification System (DBIDS) program. The COR will submit request to the Trusted Agents to initiate the vetting process which takes approximately ten-days. The COR will submit annual renewal requests 30 days prior to the contractor's current DBIDS cards expiring. The COR will notifying the Trusted Agent to revoke the contractor employee's access upon the employee's termination or contract completion. New DBIDS request is required when a contractor employee will be performing services under a new contract.

12. Government Property. Government property (GP) is becoming more scrutinized and must be properly accounted for. The contract must describe the property that will be furnished during performance and establish accountability and return procedures. When the government provides property and resources; the contractor may only use the resources for purposes authorized to fulfill the requirements of the contract.

a. Incidental to Contract Place of Performance. When the contract requires contractor personnel to be located on a government installation, and when the property used by the contractor within the location remains on the installation and accountable to the government, the items are considered incidental to the place of performance and are not considered GP. Typically, these items includes office space, desks, chairs, landline telephones and computers that do not leave the workspace.

b. Issuance. The COR is responsible for ensuring the contractor is provided all GP identified in the contract. At contract start and as required:

(1) The COR will initiate the GP issuance request to the CA.

(2) The CA will verify that the GP is authorized per the contract for issuance and forward the request to the Property Manager who will enter the property information into the Procurement Integrated Enterprise Environment (PIEE) web site portal GFP module.

(3) The Property Manager will process the property request and submit it to the contractor for acceptance.

(4) Only an authorized company representative can sign for GP.

(5) GP inventory is a living document and updated as required.

c. Accountability. The contractor is required to have a system of internal controls to manage government property in its possession along with compliance with the contract requirements. The contractor has inherent responsibilities related to the control, reissuing to their workforce, use, preservation, repair, and maintenance of all government property.

e. Inventory. The contractor is required to perform annual inventory and notify the COR of the results.

d. Loss of Government Property. The contractor is responsible to report any loss, theft, damage or destruction to the COR. The COR will conduct a preliminary investigation into the facts and notify the CA for further guidance. Only when authorized by the Contracting Officer will the contractor be held fiscally liable or relieved for the replacement/repair costs.

e. Disposition. Unless otherwise directed by the Contracting Officer, GP will be returned to the government issuing office. All GP will be physically returned to the Property Manager. The Property Manager will enter the transfer in the DPAS property system, PIEE GFP web site portal and re-issue the property to the sub-custodian. For GP used at remote locations, the COR will contact the Property Manager for shipping instructions.

13. Life Cycle Sustainment. CORs will be familiar with the life cycle sustainment plan and verify that the contract administration is consistent with that plan. If there is an inconsistency or deviation between the contract requirements and the life cycle sustainment plan, the COR will inform the CA and requirements owner to determine if corrective action is required.

14. Tracking Deliverables. Inspector General audits have identified a need for stronger contract oversight to ensure the Navy receives the quantity and quality of services for which it has contracted. COR's are required to maintain a tickler system showing all deliverables, due dates, delivery dates and quantities received and accepted. This requirement may be incorporated into the Fiscal Tracker for contracts that are conducive to a simplified tracking system. Contracts that contain CDRLs or have a more complex deliverable schedules will utilize a separate tracker.

15. Quality. The contractor has the primary responsibility for the timeliness and quality of services and supplies rendered to the government that conform to the contract requirements. contractor unsatisfactory performance under a contract may jeopardize a project or may directly affect an activity's ability to perform its mission.

16. Monitoring Contract Performance. The COR is responsible for assessing and verifying that the contractor is providing timely, quantities and quality level of services and supplies being rendered and tendered to the government that conform to the contract requirements.

a. Performance Requirements Summary. The Performance Requirements Summary (PSR) identifies the performance standard and acceptable quality level (AQL) that the Contractor has to achieve for the various tasks contained in the contract to be accepted by the government.

b. Quality Assurance Plan. The Quality Assurance Plan (QASP) is an important tool that the COR uses as a guide to systematically and effectively monitor the quality of the services received and contractor compliance with the contract. The QASP is an internal government document which is used by the COR to survey the contractor's quality assurance process. Because the QASP is developed and used solely by the government, the QASP can be modified at any time to tailor it to meet specific contract requirements and operation conditions. The QASP will not be released to the contractor.

(1) The QASP establishes the continuous oversight process which details who will perform the inspection, when the inspection will be completed and which portion of the contract will be inspected.

(2) The QASP shall contain a risk factor chart to assist in addressing consequences and likelihood factors that could jeopardize the success of the contract. The COR will make an initial risk factor determination and adjust as appropriately depending on the contractor's demonstrated capability to carry out its quality control plan effectively and performance history. The contract monitoring frequency parallels the risk factor rating and should increase or decrease as appropriately.

c. Contractor Quality Control Plan. The contractor will provide a Contractor Quality Control Plan (QCP) when required by the contract. The QCP outlines how the contractor intends on accomplishing the specified programs and processes. The QCP typically includes the contractor's quality control program and the manner of how they will correct any non-conformances. The COR will include the contractor's compliance of their QCP as part of the surveillance and inspection plan.

d. Surveillance and Inspections. The COR/TA is required to conduct contract surveillance and inspections to verify that the contractor is performing as required under the contract. Effective use of the QASP, in conjunction with the contractor's QCP, will allow the government to evaluate the contractor's success in meeting the specified contract requirements. The surveillance activities performed by the COR/TA should be tailored to the complexity, risk factor, criticality and dollar value of the contract and adjusted if the contractor begins to experience problems or difficulties in performance, financial strength, management, quality assurance, or accounting system. Level of oversight should balance benefit vs costs vs risk.

(1) Surveillance. Surveillance is the manner in which the COR/TA observes the contractor's performance of the different work functions of the contract. Surveillance may be overt where the contractor knows of the surveillance, covert where the contractor does not know they are being observed and input from other sources such as other government employees and reviewing contractor documentation. COR/TA should use a combination of all three methods.

(2) Levels of Surveillance. There are three levels of surveillance. The initial levels of surveillance should be determined with consideration given to the importance of the work, the value of the work, the quantity of the work, the location of the work, and the quality assurance staff available. The government's intent is to minimize the level of the government involvement and allow the contractor to responsibly perform, or exceed, the contract standards.

(a) Level I - Reduced: applied in the case of exceptional contractor performance.

(b) Level II - Normal: applied to good but not exceptional contractor performance. This level is to be used when the contract is first implemented.

(c) Level III - Increased: applied in the case of poor contractor performance.

(3) Inspections. Inspections are the examining and testing of supplies or services to determine if they conform to contract requirements. The QASP should contain an inspection schedule and type of inspection and used to ensure critical actions are met. The COR will:

(a) Be vigilant and ensure that the contract is executed as a non-personal service contract and that the contractor is not performing inherently governmental functions.

(b) Ensure that the government is only receiving supplies or services that meet contract requirements and the government is getting what it is paying for.

(c) Identify potential performance problem areas in the contract.

(4) Types of Inspections.

(a) 100% inspections for a large pool size is labor intensive and puts a significant burden on both the government and the contractor. This type of inspection should be used for high critical areas, significant problematic areas or when pool size is ten and under.

(b) Sampling is a method of inspections where only a portion of the work performed is inspected.

1. Random Sampling is usually the most appropriate method for recurring tasks. With random sampling, only a portion of services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Sample sizes are listed in Table 2-3 with the recommendation being at least 10% of the total work.

2. Planned Sampling, unlike random sampling where the population and the use of statistical tables determine the sample size, in planned sampling, the sample size is determined arbitrarily and is very subjective.

(c) Customer Complaint/Feedback is a frequently used method of surveillance whereby any customer that observes unacceptable services submits a notice to the COR. The customer complaint will be viewed as being valid until investigated by the COR. If valid, the COR, will notify the contractor and monitor their corrective action to resolve the issue. Customer Complaint/Feedback will not be the only form of performance inspections.

(d) Documentations. The COR will verify all CDRL deliverables meet the requirements listed in the contract and CDRL. Deliverables which do not meet the requirements should be returned to the contractor for correction per the terms and conditions of the contract.

(e) The COR may observe unsatisfactory performance by the contractor, which is not part of normal surveillance. The COR will notify the contractor of the defect but the observation will not be counted in determining unsatisfactory performance within the QASP.

(5) Inspections Results Documentation. Inspection records are legal written documents and are not releasable to the contractor or other government officials. The COR will refer all government inquiries to the CA for determination or further referral to the Contracting Officer. Inspection results must be something that can be proven, are objective, unbiased, non-emotional, tied directly to a contract requirement and cannot contain opinions. Inspection documentation must contain verification that all deliverables have been received, inspected and accepted per the requirements of the contract.

17. Contractor Performance Assessment Reporting System. Contractor Performance Assessment Reporting System (CPARS) is a system used to document contractor performance for future source selection for potential government contracts. The COR is responsible to document and report contractor performance in the CPARS for all service contracts with a total contract value of \$1,000,000. CPARS reporting is typically required every six-months and at the end of the contract. The COR will ensure their assessment is unbiased, fact-based and accurately reflects the contractor's actual performance as documented by the COR during the monitoring process and supported by the contract file.

18. Past Performance Reports. The COR will complete an annual past performance report on all contracts in addition to if the contract requires a CPARS assessment. The COR will complete this report at the end of the contract and prior to requesting the exercising of any option period. The COR will ensure their assessment is fact-based and accurately reflects the contractor's actual performance as documented by the COR during the monitoring process. Past performance reports are required prior to requesting the exercise of an option period and upon contract completion. The COR will file the reports in both the contract file and in the PIEE SPM module.

19. Contractor Requested Past Performance Evaluations. The contractor may request the COR complete a past performance evaluation in which the contractor is bidding on a new government contract. It is recommended that the COR complete these past performance evaluations utilizing the CPARS or past performance reports as a basis for the evaluation marks. The goal of these evaluations is for the government to continue to award contracts with companies who provide quality services. The COR will file the reports in the contract file.

20. Problem Management. Problem identification and resolution are responsibilities of the COR. When problems arise, the COR will be proactive and:

a. Attempt to resolve technical and administrative issues that arise per the terms and conditions outlined in the contract.

b. Gather facts and attempt to determine the cause of the issue(s). If the issue was caused by or in part by the government or the contract, the COR will focus on mutual resolution of the issue. It is difficult and seldom provides value to attempt to hold the contractor accountable when the government shares blame. The contractor is only responsible for their actions or lack of their actions in meeting contract requirements.

c. Anticipate and resolve difficulties with the goal of ensuring satisfactory completion of the contract. Foster full and complete coordination, cooperation, and communication among the contractor, CA, Contracting Officer and government personnel assigned to monitor contract performance.

d. Refer questions and/or disputes between the COR and contractor to the Contracting Officer.

e. Validate the accuracy of all contractor responses.

f. Follow-up on issues until they are resolved.

g. Be firm but fair in all actions.

h. The preferable action is to require the contractor to correct any nonconformance.

21. Performance Delays. A delay occurs when the contractor fails to meet the delivery or performance schedule identified in the contract, or if the government caused the contractor to stop performing. When the contractor fails to meet a performance due date or other contractual milestone, the COR will obtain and document the facts to the reason of the delay and coordinate with the CA to assist in making a delay determination.

a. Excusable Delays. Performance delays caused by events beyond the contractor's control and without fault or negligence of the contractor or subcontractor may be considered excusable if it meets the specific requirements. If the delay is considered excusable, the COR's primary focus should be to assist in resolving the issue. When the delay will affect overall contract performance and delivery, the CA and COR will work with the Contracting Officer to obtain an extension to the performance period computable to the delay period.

b. Government Delay. A delay in which the government is solely at-fault for causing a delay and the contractor may be allowed compensation. When the government is solely at-fault, the COR and the CA notify the Contracting Officer for guidance. In execution of a contract, the COR will ensure the government operates within the confines of the contract and make all reasonable efforts to ensure any required government property or other deliverable is made available in a timely manner.

c. Contractor At-Fault Delay. In government contracts, the contractor generally bears the risk of both time and cost for delays caused by the contractor, within the contractor's control, or reasonably avoided. When the delay will affect overall contract performance and delivery, the CA and COR will work with the Contracting Officer to make determinations and pursue consideration.

d. Avoidance. Communication, coordination, proper planning and performance oversight are critical to prevent problems and delays before they occur. In the event a delay does, or is anticipated will occur, the COR will document all facts related to the cause of the delay and recommend solutions. Documentation must be legally substantiating.

22. Inspection Discrepancies. The COR is responsible for notifying the contractor in a timely manner when poor performance is observed.

a. Contract Discrepancy Reports (CDR) are documented cases of contractor poor performance. They are issued by the COR and forwarded to the CA and Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within three (3) days of receipt identifying how future occurrences of the problem will be prevented.

b. If the contractor's response is likely to correct the problem, the COR should recommend to the Contracting Officer that further government action will not be required with the exception of an increased level of surveillance.

c. If the contractor's response is not likely to correct the deficiency then the COR should explain why the solution is not adequate and recommend action by the government.

d. The Contracting Officer, based on the contractor's plan to solve the problem and the contractor's past performance, will determine if any further action will be taken.

23. Acceptance. The government's acknowledgement that the supplies and/or services conform to the contract quality and quantity requirements. It signifies the government has done a reasonable inspection of the supplies or services, and is ready to accept the supplies or services. Upon acceptance, the government assumes ownership of supplies tendered or approves specific services rendered.

a. Acceptance is only done by a designated government representative which is typically delegated to the COR or TA. CORs/TAs will only accept services or supplies on their respective contract.

b. The acceptor will verify that the supplies or services were properly inspected prior to acceptance and that they comply with the contract requirements.

c. At no time will the COR accept substandard supplies or services rendered nor will they blindly accept services or supplies.

d. The acceptor will record acceptance in both the invoice fiscal and deliverable tracker spreadsheets and file a copy of all accepted and rejected acceptance documents.

e. In the event acceptance has to be completed by a COR/TA who doesn't have access to the PIEE WAWF module, they will document the acceptance utilizing a DD Form 250 or on the commercial shipping document/packing list and forward to the WAWF acceptor for processing. A copy of the DD250 or shipping document or packing list will be filed in the contract file.

24. Invoice Processing and Voucher Review. Cash flow is the lifeblood of any company. The COR should ensure that invoices and vouchers receive prompt attention and are reviewed for accuracy and consistency with contract terms.

- a. Invoices. Invoices are used to pay for fixed priced line items billing statement for supplies or service accepted by the COR/GPOC.
- b. Voucher. Vouchers are used to make payment for services on cost, time and material and labor hour contracts. The COR acts as the reviewing official on these contracts with Defense Contract Audit Agency being the sole-authority to approve.
- c. Prompt Payment Act. Invoices must be processed within seven (7) days from receipt with accepted invoices having to liquidate payment within 30 days otherwise the government is required to pay interest. Inaccurate invoices will be rejected to the initiator for correction. The rejecter will annotate exactly what portion of the invoice is inaccurate. This act does not apply to vouchers however; CORs will comply with the seven (7) day rule in reviewing vouchers.
- d. Processing Invoices. When processing an invoice, the acceptor will scrutinize the correctness of all invoices:
- (1) The invoice to the contract and that invoice's contents are correct to include contract number, correct office codes, quantities, prices, service dates, charges separated by the contract line item number (CLIN).
 - (2) The deliverable was inspected and met contract requirements.
 - (3) Invoice contains attachments only when required by the contract.
- e. Processing Vouchers. The CORs will only review vouchers when listed in their delegation letter and the contract. The COR will:
- (1) Ensure costs in the voucher are consistent with the COR's records of monitoring contract performance. If not, the COR should request supporting information from the contractor.
 - (2) Ensuring labor hours worked equal labor hours billed. This may be done by reviewing time cards or sign-in/out sheets.
 - (3) Verifying materials and services required by the contract were delivered and accepted by the government.
 - (4) If vouchering problems are noted, communicate issues to DCAA through the Contracting Officer to ensure issues are considered during the auditor's voucher approval process. Special attention should be made to ensure the contractor is not inflating labor hours, unsupported Other Direct Costs (ODCs), unauthorized overtime charges, incorrect or unrealistic labor categories, disproportionate management hours, duplicate invoices, not in compliance with the contract or documentation does not support the voucher.

f. Wide Area Workflow (WAWF). WAWF is a secure website for government contractors and authorized DoD users to generate, capture, and process receipt and payment documents. It enables electronic submission of contractor invoices, vouchers and government inspection and acceptance documents. When the contract requires the use of WAWF, the COR will follow the contract invoice submission instruction.

(1) The inspector will review the invoices, and supporting documentation when required, for accuracies and that the supply or service was inspected and met the requirements of the contract prior to completing the inspection portion of the WAWF invoice.

(2) The acceptor will review the invoices, and supporting documentation when required, for accuracy and completeness prior to acceptance. The acceptor will enter the Standard Document Number (SDN), Accounting Classification Reference Number (ACRN) or Agency Accounting Identifier (AAI) in the invoice when the contractor does not.

(3) The Local Processing Official's (LPO) primary role is to certify proper invoices and enter the Long Line of Accounting (LLA) on invoices prior to being forwarded to DFAS for payment. If the LPO discovers that the contract was not entered into the financial system correctly, which is prohibiting processing the invoice, the LPO will:

(a) Place the invoice into the Hold folder.

(b) Notify the financial technician and CA of the issue.

(c) Upon the financial technician properly recording the contract in the finance system, the LPO will retrieve the invoice from the Hold folder and process it for payment.

(4) If the LPO discovers the invoice contains the incorrect SDN, ACRN or AAI, the LPO will notify the acceptor to recall the document back into their work que.

(5) Invoices will only be rejected when the contractor failed to submit a proper invoice. The rejecter will annotate in the comments section of the invoice the exact nature of why, under what legal authority and the persons' name, phone number and email address. Improper rejection deprives a contractor of funds and may lead to claims against the government and the rejecter maybe held personally liable.

(6) The LPO will be the lead investigator for documents DFAS puts in a Suspended or Available for Recall status and will coordinate with the acceptor and financial technician to resolve the issue.

g. Government Commercial Purchase Card. In limited circumstances, the Contracting Officer may authorize the Government Commercial Purchase Card (GCPC) as the method of payment. The Card Holder will follow the terms and conditions outlined in the contract in processing payments.

h. Invoice Fiscal Tracker. Each contract that contains multiple invoices will have a fiscal tracker spreadsheet. This spreadsheet will include at a minimum the contract number, invoice date, invoice number, period of performance, performance dates/quantities, cost line item information, funding document number, ACRN, unit of issue, unit of issue amount and total per line item. For contracts with an expense element requiring approvals such as a travel line item, the tracker will also include a manner to record approval to benchmark funds to cover the approved cost expense. For cost type contracts, the tracker must also track labor hours and cost authorized and expenditures. The tracker will be tailored to the contract to help the COR ensure they do not exceed the limits of the contract and allow for analyzing expenditure rates. All invoices processed, regardless if accepted or rejected, will be annotated on the tracker spreadsheet.

25. Modifications. Once a contract is awarded, it is a legal document, which can only be changed through the issuance of a contract modification. Only a Contracting Officer acting within the scope of their authority can execute contract modifications on behalf of the government.

a. Reasons for Contract Modifications. A contract modification may be needed to correct a mistake, add/subtract funding, exercise an option, change terms and conditions of the contract, add or delete in-scope supplies or services, incorporate requirement changes and suspend or partially terminate work. When a contract modification is required, the COR will notify the CA who will review the requirement and initiate the required documentation.

b. Types of Contract Modification. There are two types of contract modification:

(1) Unilateral modification. A unilateral contract modification is official upon signature by the Contracting Officer and does not require the contractor's signature. These typically are administrative in nature.

(2) Bilateral modification. Both parties to the contract sign a bilateral contract modification. It is used to modify the terms and conditions of contracts.

c. Contract Options. Option periods is a technique used in government contracting to buy goods and services over periods of time longer than the single year for which appropriations are normally made. The CA will notify the COR at approximately 110 days prior to the start of the next option period. Upon the COR completing and submitting to the CA the following requirements, the CA will initiate the request to the Contracting Officer to exercise the option period. The required due date to the Contracting Officer is 90 days prior to the end of the current period of performance.

(1) Notify the CA stating that the command intends to exercise the next option year, the services still fulfill a valid government requirement and the contractor satisfactorily meets contract requirements.

(2) Conduct and document a COR Functional Review. The CA will audit the contract file and verify that the records are complete and accurate.

(3) Verify that inspection results have been uploaded into the PIEE/SPM system.

(4) Complete any required training and update the PIEE/JAM system.

26. Electronic Contractor Manpower Reporting Application (eCMRA). Contractors are required to report eCMRA data in sam.gov website by October 31st of each year for contracts that exceed a total contract value of three (3) million dollars and is for one of the following service acquisition portfolio groups: Logistics management services, equipment-related services, knowledge based services, or electronics and communications services. See DFARS PGI 204.1703 for a complete list of Product Service Codes that require manpower reporting. CORs are required to annually verify and record the contractor completing this requirement.

27. Contract Termination. Contracts may be Terminated for Convenience (T4C) for a variety of reasons to include the requirement is no longer valid, the requirement has significantly changed, the requirement is impossible for the contractor to perform at no fault of their own or funding is no longer available. Contracts maybe Terminated for Default (T4D) when the contractor fails to comply with the contract's requirements. COR's will immediately notify the CA for further guidance on the termination process.

28. Authority. To make decisions and determinations one must have legal authority to do so. Acting without legal authority may subject you to administrative, civil and/or criminal actions depending on the nature of the act.

a. Express Authority. Authority that is in writing and governed by laws and regulations. The Contacting Officer has inherent authority by the position and delegates authority to the COR on their behalf to conduct oversight on their behalf. The COR's delegated authority is limited to the tasks listed in the COR designation letter.

b. Implied Authority. Implied authority is incidental to express authority as not every single detail of the COR's authority can be specifically spelled out in the designation letter. CORs will exercise caution when acting under implied authority.

c. Apparent Authority. Apparent authority is that assumed by an individual based on their position or rank. In government contract law, apparent authority is not recognized by the courts as being applicable to the government.

29. Constructive Change. A constructive change is an oral or written act, or failure to act, by a government official (in position of authority) on an existing contract that is construed by the contractor as having the same effect as a written change order issued by the Contracting Officer. These acts can bind the government if the contractor performs work beyond, not within those functions listed in the work statement or accepting inadequate or defective supplies/services/documentation. CORs who are "following the boss's orders" are a primary source of constructive changes and maybe be held liable for their actions.

a. CORs will ensure that both the contractor and government comply with the terms and conditions of the contract.

- b. If the COR observes a Constructive Change, they will immediately:
 - (1) Notify their CA and provide the following:
 - (a) All pertinent facts and documentation.
 - (b) Identify the actual changes in contract performance that have occurred.
 - (c) Cost or Pricing analysis/evaluation input.
- c. Assistance or other input as directed by the CA and the Contracting Officer.
- d. The CA will:
 - (1) Facilitate discussions between the Contracting Officer and the COR.
 - (2) Conduct a Cost or Pricing analysis/evaluation.

30. Unauthorized Commitment. An unauthorized commitment as “an agreement that is not binding solely because the government representative who made it lacked the authority to enter into that agreement on behalf of the U.S. Government.” Unauthorized commitments violate federal law, federal regulations, and the government-wide standards of conduct for federal employees. The only personnel who can obligate the government is a Contracting Officer, Ordering Officer or a Government Commercial Purchase Card (GCPC) Card Holder (CH) acting within the scope of their authority.

- a. Government personnel responsible for an Unauthorized Commitment (UAC):
 - (1) May be subject to disciplinary and legal actions.
 - (2) Are fiscally liable for the UAC unless ratified.

b. Ratification. Under limited circumstances, the government may assume fiscal liability through a ratification process if the procurement would have been allowable if it had been done properly, funds were available and the government received benefits. Further instructions on the ratification process is contained in Tab 4-2 UAC policy located in the supply binder at <https://www.netc.navy.mil/Commands/Naval-Service-Training-Command/NROTC/Supply-Binder/>

31. Claims and Disputes. In the event that the Contractor expresses that they plan or have filed a claim or dispute, the COR will immediately notify the CA for additional guidance and communication to the Contracting Officer and, depending on the nature of the claim or dispute, notify the OGC and Comptroller. The COR will remain impartial and obtain the facts to the issue and gather documentation and any other evidence that supports or disclaims the contractor’s claim or dispute.

32. COR Personal Liability. CORs may be held personally liable for unauthorized acts and will avoid even the appearance of impropriety or conflict of interest. The COR will not engage in:

- a. Seeking employment with an entity that may be affected by performance or non-performance of their official COR duties.
- b. Agree to or sign any contractual action.
- c. Waive the government's rights.
- d. Take any action that may affect contract performance such as issuing instructions to stop or start work, expand the scope of work, approve any action that affects cost or is outside the scope of the contract.
- e. Order, authorize, or accept goods or services not expressly required by the contract.
- f. Authorize issuance or disposition of government property not specified in the contract.
- g. Discuss or provide any advance information that may give one contractor a competitive advantage over another contractor in future procurements.
- h. Accept anything of value from the contractor unless allowable under ethics regulation.

33. COR Termination. The COR remains appointed as a COR until terminated in writing by the Contracting Officer or completion of the contract to include all administrative requirements. When the COR anticipates transferring, vacating their current position or is requesting relief for other reasons, the COR will notify the Requirements Owner and CA in sufficient time to permit timely appointment and transition of a successor COR.

34. COR Turnover. During the COR termination, the COR will brief the successor COR of any known issues, contractor performance both positive and negative, discuss areas of responsibilities, conduct introductions and ensure the contract files are accurate and complete. The successor COR is responsible to review the contract files for completeness and accuracy and work with the outgoing COR to resolve any issues or omissions.

35. Contractors in the Workforce. NSTC relies upon on-site contracted workforce to perform a wide range of services to include IT, Student Support, Medical and Administrative Assistance. All NSTC domain service contracts are non-personal service contracts in which the government is prohibited from exercising any type of supervisor to subordinate type relationships. Contractors are not government employees and can only perform duties for which they are contracted to perform. Contractor employees are not subject to the same laws, regulations, requirements and rules as a government employee are. The relationship between the government and the contractor is defined by the contract.

- a. Government personnel are prohibited from performing any supervisor-subordinate type functions over contractor employees:

- (1) Supervise or direct.
- (2) Approve leave, early release or time sheets.
- (3) Conduct employee performance appraisals.
- (4) Involvement in any manner of whom to hire or fire.
- (5) Employee discipline or award and recognition.
- (6) Requiring performance of other functions not listed in the contract.

b. Contractor employees may not:

- (1) Supervise government personnel.
- (2) Supervise employees of other contractors.
- (3) Administer or supervise government procurement activities.
- (4) Perform inherently governmental functions.
- (5) Evaluate, discipline or reward government personnel.
- (6) Participate in gift giving or support of command MWR programs.

c. Unless specially authorized by the contract, all, communications, issues and other actions in dealing with the contractor will be directed to the COR for determination and resolution within their delegated authority. Only command members listed in the contract are allowed to directly communicate with contractor management and only within the limits specified in the contract.

d. Contractor Training. When the government contracts for a service, the contractor is typically responsible for providing fully trained and prepared employees. A contract normally requires the contractor to provide “ready to work” employees and ensure that its employees meet all skill, security, and other indoctrination requirements.

(1) All government provided training should be listed in the work statement and limited to Navy specific equipment/systems in which the Contractor could not reasonably obtain through commercial sources. On the Job (OJT) should be kept to a minimum and only performed by the government on contracts in which the contracted workforce cannot perform themselves.

(2) The government may provide training to contractor employees when not required by the contract. If the COR and contractor supervisor agree that contractor employee attendance at training is appropriate, and it does not otherwise create a conflict or give the appearance of favoring a contractor, then the government must determine whether the training is a necessary

and reasonable expense under their appropriations. The COR will take into consideration that any agreed upon training may impair the contractor's ability to meet contract obligations and delivery requirements. The COR will document and justify any approval for training that falls under this paragraph.

(3) Government personnel may not independently require or grant contractor employees the time to attend training.

(4) All COR approved government provided training will be conducted as part of the contractor's regular work schedule.

e. Non-Disclosure. The government will not disclose nonpublic information to the contractor unless it is essential to the performance of the work and the contractor is cleared to receive such information.

f. Contractor Identification. Due to the different roles, responsibilities, authority, and restrictions, it is necessary that the identities of government and contractor personnel be apparent. The COR will ensure that all contractor personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties identify themselves as such to avoid creating an impression that they are government employees. The COR will ensure that all documents and reports produced by contractor are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractors should wear an item identifying as contractor such as company logo shirts, company identification badges or lanyards, nametags, etc. The contractor's email address will include .ctr and the signature block will clearly identify the individual as a contractor.

36. Contractors in the Workforce Training. Government personnel who work closely with or regularly in direct contact with contractors in the workforce are required to attend annual Contractors in the Workforce Training. Commands should contact the NSTC Office of General Counsel to schedule training.

37. Cancelling Funds. Operations and Maintenance, Navy (OMN) monies cancel five years after the date last available for obligation and are no longer available to liquidate payments. Upon approval by the Contracting Officer, prior year funds should be removed from a contract as soon as possible. Approval is done through the issuance of a DD 1594 Contract Completion Statement or SF 30 Contract Modification. This allows prior year funds to be available for other past year obligations. CORs are responsible for knowing the status and tracking of contract expenditures. When no COR is assigned to the contract, this responsibility rests with the Supply Technician or Government Point of Contact listed on the contract. No actions will be initiated to remove funds off a contract without the consent of the COR.

a. During the second quarter of each fiscal year, the CA or Supply Supervisor will request from N8 an open documents report.

b. CORs will review unused line items to determine if the funds should be removed from the contract and initiate the closeout process on any contract that is physically complete.

38. Contract Closeout. A contract is not complete until it has been closed. Contract closeout actions are primarily the Contracting Officer's responsibility, however, the CA and COR have the responsibility to initiate the closeout request and assist the Contracting Officer as requested. Both CA and COR assistance are indispensable when disputes or litigation are involved.

a. Upon physical completion of the contract and final payment processed, the CA will initiate the contract closeout process utilizing the NSTC Contract Closeout checklist. The CA and COR will ensure that the following actions are accomplished:

- (1) All services have been rendered.
- (2) Articles have been delivered and accepted.
- (3) Payments and collections have been made and reflected in the finance system.
- (4) Government property and classified information have been returned to the government.
- (5) Assignments of refunds, credits, etc., have been executed by the contractor.
- (6) Administrative actions have been accomplished.
- (7) Contract file is properly documented.
- (8) Verification from the Contractor that all liabilities, obligation, and claims have been liquidated.

b. Contracts will not be closed if under dispute or litigation.

c. Upon receipt of the DD 1594 Contract Completion Statement from the contracting office, if the contract has excess or remaining funds, the CA will:

- (1) Submit a copy of the DD 1594 to the financial technician and request NAVCOMP 2276(s) for the amount authorized to be deobligated.
- (2) Submit the NAVCOMP 2276(s) to contracting activity funds management.
- (3) Submit the acceptance letter(s) to the financial technician.

d. Ensure documents are properly filed in the contract file.

e. The CA will transfer the file from the active folder to the achieve folder.

39. Contract File Retention. Contract files will be maintained for period of ten (10) years from contract closeout date. The CA will coordinate with the Contracting Officer to determine which files will be sent to the Contracting Officer to become part of the official contract file.

40. Surveillance and Performance Monitoring (SPM). SPM is a web-based system located in in PIEE used for the CORs to submit contractor performance inspection results to the Contracting Officer. CORs will upload a compiled report of the inspection results, deliverable tracker and significant correspondence in SPM each month for the duration of the contract.

41. Contract Files. Contract files are legal documents that must be maintained as part of the official contract file and are maintained for each individual contract. Contract files will be maintained in the CA file located on the share drive/SharePoint. These files are used and maintained by both the CA and the COR in the execution of their duties. The files will be limited access with the NSTC Director of Logistics being the approving official. The contract files will be maintained in a consistent and standard organized format with no changes to the category folder or category sub-folders. The CA or COR may create folders within the sub-folder to tailor the file to the contract. When the contract contains only a base period, an abbreviated file format maybe used. When contracts have more than one COR, the COR is only responsible for maintaining documentation for areas of responsibility per their COR delegation letter.

a. Multi-Year Contract Files.

(1) Section A - Pre-Award.

(a) Folder A - Procurement Integrity and Non-Disclosures.

(b) Folder B - Contract Approval.

(c) Folder C - Solicitation Documents.

(d) Folder D - Tech Reviews.

(e) Folder E - Requirements Package. A copy of all documentation submitted to contracting command to include the work statement, IGE, IGF and non-personal service certifications, CDRLs, etc. The Contract Action Plan, funding documents, QASP, DD 254 security documents and correspondence will be maintained in its respective folder.

(f) Folder F - Development Documents.

(2) Section B - Contract and Modifications.

(a) Folder A - Award and Modifications. A copy of the contract and all modifications will be maintained in this subfolder. The contract modification log should be utilized anytime more than ten modifications have been issued.

(b) Folder B - Modifications, working.

(c) Folder C - Receipt and Review.

(d) Folder D - Contract Closeout. A copy of the completed NSTC contract closeout worksheet along with all supporting documentation submitted to contracting command to request contract closeout.

(3) Section C - Correspondence.

(a) Folder A - Relevant Correspondence.

(b) Folder B - Meeting Minutes (Non-CDRL).

(4) Section D - Deliverables.

(a) Folder A - CDRL'S. Includes submissions, analysis, rejection and acceptances.

(b) Folder B - Contractor Personnel Rosters. Names, position titles of contractor personnel on contract, issued a CAC or DBIDS and computer system access.

(c) Folder C - Miscellaneous Contractor Deliverables.

(5) Section E - Financial.

(a) Folder A - Fiscal Tracker.

(b) Folder B - WAWF. A copy of all accepted and rejected invoices processed regardless if payment is made by WAWF or GCPC. The contract file will not contain any account number information. Separate subfolders will be created for invoices which require additional supporting documentation to include travel, processed by DD250, packing slips, etc. needed to support the acceptance of the invoice.

(c) Folder C - NAVCOMP 2276. A copy of all funding documents, amendments and acceptance letters. The funding document log should be utilized anytime more than ten amendments have been issued or for contracts that are incrementally funded.

(6) Section F - Quality.

(a) Folder A - QASP. A copy of the contract quality assurance surveillance plan, surveillance schedule, risk change memos and the Contract Administration Plan will be maintained in this subfolder.

(b) Folder B - Audits. A copy of all audits, customer feedback forms and contract discrepancy reports to include responses will be entered in this subfolder. Audits should be further divided by contract performance periods.

(c) Folder C - Contractor Quality Control Plan.

(d) Folder D - Past Performance. The COR will file a copy of all CPARS and all past performance evaluation memorandums submissions.

(7) Section G - Admin.

(a) Folder A - Contract Diary. Contract diary will contain a record of pertinent performance problems, unforeseeable situations, conditions, Act of God, etc., and any actions taken to minimize adverse consequences, problematic or significant issues. The diary should not include normal administrative functions that are recorded elsewhere in the file.

(b) Folder B - Working Documents.

(c) Folder C - COR. This folder will contain a listing of the COR, ACOR and all government person(s) who provide technical or administrative assistance. This listing will include the individual's name, phone number and email address. A subfolder will be created for all COR's and TA/TPOC's assigned during the life of the contract and will include initial and annual training certificates, appointment and termination letters along with contact information.

(d) Folder D - COR File Reviews. A copy of all COR annual file reviews along. When the contract is over Simplified Acquisition Threshold, the file will also contain a CA annual file review.

(e) Folder E - GFP. The CA will file a copy of all GFP request, approval issuing and receiving documentation along with any additional pertinent documentation.

(f) Folder F - DD-254 Security Specifications.

b. Abbreviated File Format.

(1) Section A - Pre-Award.

(a) Folder A - Requirements Package. A copy of all documentation submitted to contracting command. Any Contract Action Plan, funding documents, QASP and correspondence will be maintained in its respective folder.

(b) Folder B - Development Documents.

(c) Folder C - Tech Reviews.

(2) Section B - Contract and Modifications.

(a) Folder A - Award and Modifications. A copy of the contract and all modifications will be maintained in this subfolder. The contract modification log should be utilized anytime more than ten modifications have been issued.

(b) Folder B - Receipt and Review.

(c) Folder C - Contract Closeout. A copy of the completed NSTC contract closeout worksheet along with all supporting documentation submitted to contracting command to request contract closeout.

(3) Section C - Correspondence.

(4) Section D - Deliverables.

(5) Section E - Financial.

(a) Folder A - Fiscal Tracker. The invoice accepting official will maintain a fiscal tracker to allow for the tracking and analyzing expenditure rates. The tracker will be tailored for each respective contract and will contain, at a minimum, invoice date, invoice number, service period of performance covered, amount of invoice and amount of funding remaining.

(b) Folder B - WAWF. The invoice acceptor will file a copy of all accepted and rejected invoices processed regardless if payment is made by WAWF or GCPC. The contract file will not contain any account number information. Separate subfolders will be created for invoices which require additional supporting documentation to include travel, processed by DD250, packing slips, etc. needed to support the acceptance of the invoice.

(c) Folder C - NAVCOMP 2276. This file will include a copy of all funding documents, amendments and acceptance letters.

(6) Section F - Quality. Audits and other performance documents.

Table 2-1
Examples of Responsibilities that might be assigned to the COR

1. Complete the OGE Form 450 (if designated as a filer by the contracting officer) and other DoD Component-directed documentation. The contracting officer will accept the certification of the COR management stating that there are no personal conflicts of interest unless DoD Component procedures require additional documentation.
2. Participate, as appropriate, in pre-award requirements definition, acquisition planning, and contract formation processes (i.e. market research, independent government estimate, justification, and approval documentation).
3. Establish and maintain a COR surveillance file in the SPM module and in accordance with agency or DoD Component procedures. The COR file will, at a minimum and as applicable based on responsibilities designated, include copies of: <ul style="list-style-type: none"> (a) COR letter of designation from the contracting officer. (b) Signed contract and modifications (unless available in EDA). (c) Quality assurance surveillance plan or other performance surveillance plan. (d) Written communications with the contractor and the contracting officer. (e) Trip reports. (f) Documentation of telephone conversations and meetings with the contractor and the contracting officer. (g) Surveillance documents. (h) Invoice and payment documentation (unless available in WAWF). (i) Documentation required to record, evaluate, and report contractor's performance.
4. Ensure the necessary requirements are met for contractor background checks and all other required security clearances (if applicable).
5. Maintain liaison and direct communications with the contractor, contracting officer, COR management and other authorized representatives related to the contract or project.
6. Participate in meetings and discussions as requested by the contracting officer (e.g. post-award orientation conferences, negotiations).
7. Assure the changes in work under a contract are not implemented before written authorization or a contract modification is issued by the contracting officer.
8. If authorized, recommend changes in scope or technical provisions of the contract, order, or agreement with written justification for the proposed action to the contracting officer.
9. Provide clarification of technical requirements to the contractor, as necessary, without making changes or agreeing to make changes to the contract, task or delivery order, or agreement.
10. Coordinate with the contractor and contracting officer to resolve issues and monitor corrective actions.
11. Do not direct or supervise contractor employees, interfere with the manner in which the contractor assigns work, or interfere with the contractor's relations with organized labor.
12. Assist the contracting officer with close-out of contracts, orders, or agreements, especially with the orderly transition or completion of work as contractor work effort is phased out.
13. Ensure COR surveillance files are available to the contracting officer during contract close-out.
14. Serve as the central point of contact to assure that any government obligations stated in the solicitation are completed (e.g., government furnished property is in place, submittals are reviewed for approval, plans or procedures required by the performance work statement are obtained).
15. If COR designation is terminated before the contract is completed, ensure that all relevant information for the contract is turned over to the new COR, once he or she is designated.
16. Refer any request from a contractor for the release of information to the contracting officer.
17. Review contractor quality control plans and recommend changes or acceptance to the contracting officer.

18. Ensure contractors comply with procedures on making restrictive markings on data, if applicable.
19. Recognize and report organizational conflicts of interest to the contracting officer.
20. Monitor contractor compliance with safety (i.e., Occupational Safety & Health Administration), security, labor (i.e., 351-357 of Title 41, United States Code, also known as “Service Contract Act of 1965” (Reference (m)), and environmental law and regulatory requirements, as applicable.
21. Ensure all contractors that were Sensitive Compartmented Information indoctrinated are debriefed and reported to the cognizant security office.
22. Assist the contracting officer in negotiating any proposed increases or decreases in scope of work by providing independent cost estimates and technical evaluations on request.
23. Monitor contractor performance and ensure that the contractor performs the requirements of the contract or order or agreement in accordance with the terms, conditions, and specifications. This includes ensuring that all required items, documentation, data, and reports are properly and timely submitted as contractually required.
24. For a performance-based services contract, order, or agreement, perform on-site surveillance in accordance with the QASP or performance assessment plan, as applicable. Assure technical proficiency and compliance with the technical provisions of the contract or order or agreement by reviewing and verifying the performance of work accomplished by the contractor.
25. Notify the contractor of deficiencies observed during surveillance (e.g., anticipated performance failures, late deliveries, non-conforming work, security violations, hazardous working conditions, improper use of government material) and recommend appropriate action to the contracting officer to effect correction, as applicable.
26. Review contractor requests for travel, overtime, government assets, or subcontracting, in a timely manner, and forward to the contracting officer for approval.
27. Review and analyze the contractor’s deliverables, service, and management reports.
28. Monitor and track contract obligations and expenditures per accounting classification reference number and contract line item numbers for each contract or order or agreement.
29. Monitor fund limitations and expenditures on cost reimbursement, time and materials (T&M) and labor-hour (LH) contracts. Only the contracting officer can make changes to the contract or order or agreement.
30. Under T&M and LH contracts, assure that the contractor uses the appropriate level of qualified personnel as specified in the contract, order, or agreement.
31. Provide input on contractor performance to the award fee board.
32. Ensure contracting officer is notified by the contractor of any anticipated cost overruns or under runs for cost reimbursement contracts.
33. Inspect deliverables and monitor services for conformance with terms and conditions. Accept or reject the deliverables or services. Ensure compliance and completion by the contractor of all required operations, including the preparation of the DD Forms 250 (250-1) “Material Inspection and Receiving Reports,” or equivalent, which will be authenticated and certified by the COR that the services and supplies have been received and are acceptable. Process inspection report through the WAWF as supporting documentation for payment.
34. Document inspections performed including disposition of the results.
35. Report to the contracting officer on contract completion or final delivery.
36. Adhere to the invoice and payment clause in the contract.
37. Review interim invoices (e.g. cost reimbursement, T&M and LH contracts) to make sure charges are commensurate with observed performance (i.e., travel was necessary and actually occurred, labor hours charged are commensurate with level of work performed). Pursuant to section 242.803(b) of Reference (f), the contract auditor (Defense Contract Audit Agency (DCAA)) is the authorized representative of the contracting officer for approving interim vouchers for payment under DoD cost-reimbursement, T&M and LH contracts. Coordinate issues of cost with DCAA (through contracting officer) who is authorized to approve these invoices.

38. Report any discrepancies in invoices to the contracting officer and provide documentation to support the representation.
39. Review and approve invoices for fixed-price deliverables.
40. Process payment requests in a timely manner in accordance with chapter 39 of Title 31, United States Code, also known as "The Prompt Payment Act" (Reference (n)).
41. Coordinate and provide any government-owned (or leased) assets or use of U.S. Government space to the contractor as required by the contract.
42. Monitor the control and disposition of any government-furnished assets. Ensure the completion of all required documentation for the acceptance, use, and return of government-furnished assets, including unique identification tracking.
43. Provide to the contracting officer an assessment of any loss, damage, or destruction of U.S. Government property.
44. Perform joint equipment inventories with the contractor at award, annually, and at close-out.
45. Monitor contractor's performance measurement program, ensuring compliance with earned value management and cost performance reporting.
46. Evaluate, for adequacy, the contractor's engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development. Evaluation of configuration management processes is the duty of the cognizant configuration manager.
47. Conduct reviews of value engineering change proposals.
48. Discuss and coordinate with the contractor's representatives concerning clarification of drawings, specifications and performance parameters.
49. Understand local culture, operating environment, and how it may affect behavior, perspective and the ability to function as a COR.
50. Be aware of and report potential instances of bribery, kickbacks, and other illegal acts to the contracting officer and the appropriate investigative office.
51. Understand rules of engagement within deployed area of responsibility.
52. Determine the items to be included (i.e., government equipment and facilities) in the letters of authorization for contracting officer approval.
53. Develop and update a continuity file for turnover to a new COR.
54. Consult with the local installation safety office on contractor's operation or activity as needed
55. Participate in any specialized contingency training before or during mobilization.
56. Ensure the contractor complies with all notification requirements and safety procedures at the occurrence of a hazardous event.
57. For any hazardous event, immediately notify the appropriate officials, and then notify the contracting officer.
58. Complete all required hazardous material handling training.
59. Document contractor performance in the CPARS.
60. Maintain surveillance over contractor compliance with CTIP requirements.

**Table 2-2
Invoice and Voucher Checklist**

Invoice Number:

Vendor Name (when WAWF is not available):

Contract Number:

Task Order Number:

Modification Number:

Compliance Question	Yes	No (Comment for follow-up with contractor or describe why invoice should still be paid).
<p>Is the invoice document in compliance with contract requirements?</p> <ul style="list-style-type: none"> a. Is the identifying information correct (e.g., contract and task order number, CLIN or sub- CLIN number)? b. Is the invoice dated? c. Is the billing period correctly stated, with no overlaps with other invoices? d. Is adequate shipping information included? e. Is the remittance address included? f. Are prompt pay discounts offered (when payments are subject to prompt pay, usually for a cost-reimbursement contract rather than a fixed price contract)? g. Is a point of contact identified? 		
<p>Has the contractor submitted required deliverables for this invoice period? Were they delivered on time?</p>		
<p>Is the quality of the deliverables or services acceptable and in compliance with the terms of the SOO, SOW, or PWS?</p>		
<p><i>For cost contracts or cost elements of mixed-type contracts:</i> Are the labor hours, travel, subcontract, equipment, and ODCs (detailed below) reasonable and commensurate for the type and nature of work completed during the invoice period?</p>		

Compliance Question	Yes	No (make comment for follow-up with contractor or describe why invoice should still be paid)
<p>Labor Hours Are the skills and labor categories needed for the work performed? Is the level of expertise billed consistent with the work performed (neither too little nor too much experience)? (Compare to the contract and proposal. If the agency is paying for too high a level of expertise than that needed for the job, funds will likely run out before the work is completed. If the level of expertise is too low, performance will suffer.) Is any OT authorized in writing in the contract? Are management hours disproportionate to worker hours?</p> <p>Travel Is the travel authorized by the contract? Are the mode and class of travel consistent with contract terms? Was any required prior approval obtained?</p> <p>Subcontracts Are subcontracts consistent with the Subcontract Plan and subcontract approval requirements in the contract?</p> <p>Equipment Is any purchased equipment required for performance of the contract? Has the equipment been properly reported (if required for tracking purposes) consistent with the agency's reporting requirements?</p> <p>ODCs Are all ODCs clearly described and tied to a task performed in the billing period?</p>		
Are you aware of any current or future problems that might adversely affect contractor performance?		
Are there any funding issues? Are funds available to cover the invoice? Are the unexpended funds sufficient to complete the work required for this project? Is the rate of spending consistent with performance?		

**Table 2-3
Sample Size**

This table represents the minimum numbers of actions to be reviewed. CORs are encouraged to review the maximum number of actions in each category they feel is representative of their contracts.

Total Pool Size	Sample Size
1	1
2-15	2
16-25	3
26-90	5
91-150	8
151-280	13
281-500	20
501-1,200	32
1,201-3,200	50
3,201-10,000	80
10,001-35,000	125
35,001-150,000	200
150,001-500,000	315

90.0% Confidence Level

Chapter 3 - REQUIREMENTS REVIEW BOARD

1. Introduction. The NSTC mission relies on supported services contracts acquired under contract from commercial sources. NSTC will implement effective acquisition planning, execution, and oversight to effectively manage proposed contract actions to identify and validate requirements, ensure compliance with applicable regulations, promote competition, reduce reliance on bridge contracts, use NAVSUP mission funded contract support as practical, and monitor performance to ensure the government receives quality supplies and services at the best value.

2. Contracted Service Requirements Review Board. NSTC will establish an internal Contracted Service Support (CSS) Requirements Review Board (RRB) review process for CSS over the Total Contract Value Acquisition Threshold, currently \$250,000. The \$250,000 threshold is the cumulative value of base and all option years. For example, a contract with a base year value of \$100,000 with four \$100,000 option years equals a \$500,000 contract subject to Requirements Review Board. NSTC may elect to include contracts below the threshold in the internal RRB process when considered prudent for effective acquisition planning, execution ensuring proper oversight.

3. Purpose. The RRB's primary role is to identify, plan, review, validate, prioritize, and approve the contractual services requirements for its respective activities. As a result of the RRB, a service contract requirement may be sustained, reduced in scope, not renewed, or discontinued.

a. Contracts with a Total Contract Value at \$10 million or above will be forwarded to OPNAV N1 Service Requirements Review Board (SRRB) Charter for review and approval.

b. Contracts that meet one of the following requirements known as "tripwires" will be forwarded to OPNAV N1B4 for review and approval.

(1) Bridge Contracting Actions with a performance period of six-months or more.

(2) Best Value Source Selection Premiums.

(3) Other Direct Costs in Excess of 10 Percent Total Contract Value.

(4) Fully Burden Labor rates in excess of \$155 per hour on a competitive cost type or time and material contract.

(5) Subcontractors added after contract award.

4. Scheduling. The RRB will be scheduled on a monthly basis as needed. Special convening should be conducted for emergent requirements.

a. New award, to include follow-on contracts will be conducted prior to the contract requirements package being submitted to the contracting command for processing.

b. Current contracts should be scheduled 100 to 120 days prior to the end of the period of performance to meet required submission dates to exercise the option period.

5. Membership.

a. Composition of the RRB voting members include:

(1) Chief of Staff – Chair.

(2) Manpower Director.

(3) Comptroller.

b. Composition of the RRB advisory members include:

(1) Logistics Director.

(2) Contract Administrators.

(3) Office of General Counsel as needed.

6. Requirements Owner Presentation. The Requiring Activity Representative will present requirements to the RRB using the latest version of the RRB Quad Chart available from the Logistics Director. The Requirements Owner will provide, at a minimum:

a. Contract Information.

(1) Contract Number.

(2) Type of Contract.

(3) Description of the Service.

(4) Government Property.

b. Mission Support.

(1) Contract Objectives.

(2) Value of the Contract to the command mission.

(3) Alternatives.

c. Total Contract Value.

(1) Total Contract Value.

(2) Period of Performances.

(3) Cost/Price per each Period of Performance.

(4) Changes in contracted services level of efforts.

d. Oversight.

(1) Identify the COR.

(2) Issues.

(3) Contract Monitoring Efforts.

7. Records. The RRB records will be maintained and filed in the Contract Administrator centralized file. The records will contain:

a. Post-RRB memorandum of minutes will be forwarded to CNSTC for review and signature.

b. Meeting Minutes.

c. Action Items.

d. Key Recommendations and Findings.

e. RRB Tracking Log with approval data.

Chapter 4 - EDUCATIONAL SERVICE AGREEMENTS

1. Introduction. The Educational Service Agreements (ESA) is a contractual ordering agreement entered into by a specific academic institution and the government. The ESA provides the manner in which Naval Reserve Officers' Training Corps (NROTC) Ordering Offices can award individual contract task orders to order and pay for allowable Midshipmen (MIDN) educational expenses. The ESA is the only instrument in which scholarship tuition assistance orders may be placed and payments made directly to the academic institution for allowable scholarship expenses and is an integral part of the NROTC's primary mission. This process is required to comply with the Federal, Department of Defense and agency acquisition and financial regulations and instructions. If there is any inconsistency between any NSTC instruction, policy or other agreement and the ESA, the provisions of the ESA govern when dealing with the academic institute. MIDN Room and Board Option is prohibited from being included in this program.

2. Definitions.

a. Contract Award. Contract award occurs when the government enters into a contract with a third party. This occurs when the Ordering Officer signs the contract, which is done after the contractor representative signs, and before the performance period of the contract begins.

b. Contractor. A party that enters into a contract with the government. Academic institutes that enter into an ESA with the government are contractors.

c. Delegation of Authority to Appoint an Ordering Officer. Naval Supply Systems Command (NAVSUP) Procurement Performance Management Assessment Program (PPMAP) delegates authority to appoint an Ordering Officer. As such, the PPMAP office inspects each command's program every 18 months.

d. Effective Date. The contract effective date is the day the performance period begins and the parties are bound by the terms and the contract becomes enforceable. For ESA task orders, the regular term effective date is always the 46th day of the term and for condensed classes is always the first day of class.

e. Inherently Governmental. Work function so intimately related to the public interest as to require performance by federal government employees. Included are functions that require either the exercise of discretion in applying federal government authority or value judgments in making procurement decisions.

f. Separation of Duties. Government employees are prohibited from fulfilling multiple roles in the acquisition process. The same individual will not initiate the requirement, order the requirement and inspect/accept the services.

g. Service Contract. A service contract directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish a supply end item. Tuition Task Orders are classified as Service Contracts.

h. Task Orders. Orders placed under the authority of the ESA with the contractor for educational services are called Task Orders. Task orders are DoD FAR contractual instruments that contain the number of MIDN tuition and mandatory allowable fees ordered during the academic period. Orders can only be entered into by a properly designated Ordering Officer and per the terms and conditions of the ESA.

3. Program Management. NSTC N416 is the program office responsible for developing policies, procedures, guidance and formal training utilized by the NROTC units in the ordering and payment of MIDN tuition and other educational services under the ESA. Tuition ordering is primarily a contracting action; however, the cradle to grave process has multiple key players and end users that must be taken into consideration when implementing statutory, regulatory, and policy changes. When requested, the key offices and end users will provide technical experts to assist in developing best business practices in implementing procedural changes.

4. Procedures. Refer to current NSTC Tuition Ordering and Payment Policy and Procedures for ordering and paying for tuition, tutoring, advanced placement exams, mandatory allowable fees, retroactive payments and reimbursements. The policy is located at <https://www.netc.navy.mil/Commands/Naval-Service-Training-Command/NROTC/Supply-Binder/>.

5. Ordering Officer. The Ordering Officer is a mission-critical position and the only person at the NROTC unit who can enter into a tuition contract on behalf of the United States of America. Each NROTC that PPMAP issued a Letter of Delegation to place tuition task orders will appoint a minimum of one Ordering Officer. Ordering Officers are appointed in writing on an SF1402 “Certificate of Appointment as a Contracting Officer” and are responsible for all procurement actions related to the award of the tuition task order including contract administration functions. Ordering Officers are the official government representative in all contractual matters with the contractor.

a. Initial Formal Training and Qualifications. Ordering Officer selectees will refer to the NSTC Tuition Ordering and Payment Policy and Procedures for a listing of qualifications, mandatory training and system access requirements.

b. Initial Onboarding Training. Ordering Officer selectees will attend the NSTC N4 new hire orientation training seminar during the earliest available seminar. Contact the NSTC N4 Supply Technicians for scheduling.

c. Confidential Financial Disclosure Report (OGE-450). NROTC Ordering Officers are not considered as required to file an OGE-450 since they do not exercise significant judgement in issuing task orders along with they receive substantial oversight with little independent judgment and with limited authority. NROTC Commanding Officers have final responsibility to determine if the Ordering Officer will file an annual OGE-450 with the Office of General Counsel.

d. Refresher Training. Ordering Officers are required to complete:

(1) Annual Acquisition Ethics training. Training maybe taken through DAU, TWMS or an in-person course.

(2) OGE-450 annual reverification when the NROTC CO determines the Ordering Officer should file the financial disclosure report.

(3) A minimum of 8 hours of NROTC Tuition Ordering - specific training required every 2 years. The NSTC Biennial NROTC Supply Technician Seminar may be used to fulfill part of this requirement.

(4) Combatting Trafficking in Persons training every three years. Training may be taken through DAU or, TWMS.

(5) Additional training that would increase their technical or contracting knowledge.

e. Limitation of Authority. The ESA, PPMAP Letter of Delegation and the Ordering Officer's SF 1402s set forth limitations of their ordering authority. Actions by the Ordering Officer beyond the scope of their authority may result in disciplinary action and potential personal liability.

6. Initiator. The initiator is responsible for defining the requirements for the authorized services which will be ordered and is a critical part of the ordering process. The initiator must be a government employee and for tuition and fee orders should be the NROTC Human Resource Assistant and all other allowable services should be the Advisor. The initiator cannot be the Ordering Officer.

7. Quality Control (QC). The NROTC will designate a QC who is responsible for inspecting and accepting submitted invoices for accuracy, completeness and allowability of charges. The QC must be a government employee and cannot be the Ordering Officer nor the initiator and must have an understanding of contract cost principles and be familiar with the ESA and invoice acceptance requirements.

8. Critical Completion Dates. The following tasks will be completed by the listed date. Failure to complete by dates violates federal law and regulations. See Table 4-1 for additional complete by dates.

a. Letter of Intent. The Letter of Intent is issued to the school prior to regular term start dates and notifies the contractor of whom to defer payments for. This letter contains the names of MIDN who elect tuition and fee option and are anticipated to meet scholarship eligibility requirements by the 45th day. MIDN who elect Room and Board Option will not be included and are required to make payments to the school per the contractor's policies.

b. Contract Task Order (DD1155). The government assumes fiscal liability on day 46th for regular terms and 1st day of class during condensed courses. The Ordering Officer will award the task order on or before these dates. Task orders for tutoring and advance placement exams are required to be awarded prior to receiving service.

c. Invoice Processing. Invoices can only be submitted by the school through the DoD Wide-Area Work Flow (WAWF) electronic invoicing system. Invoices are required to be inspected/accepted or rejected within seven calendar days of submission. See Chapter 2 for additional information on processing invoices in WAWF.

d. System of Award Management (SAM). Schools must have a valid SAM record for the Ordering Officer to award a task order with the school. The Ordering Officer will conduct a SAM check prior to the term start date and within 24-hour prior to awarding a task order or a contract modification with an increase to cost.

e. Contract Action Report (CAR). Ordering Officer will enter their CAR into the fpds.gov web site within three business days of awarding a task order or contract modification.

f. Electronic Document Access (EDA). Ordering Officer will upload all task orders and contract modifications into EDA web site within three business days of contract award or issuance of a contract modification.

9. Necessary Expense Rule. Federal appropriations may only be used to obtain minimum services necessary to meet a legitimate government requirement. Only courses, to include associated mandatory allowable fees, that fulfill an approved degree program for a MIDN whom meets scholarship eligibility requirements can be ordered and paid for or reimbursed. Authorized degree programs are governed by reference (v), and all classes must be creditable to the MIDN's approved degree program.

10. Bona Fide Need Rule. Appropriated funds may be obligated only to meet a legitimate government need arising in the fiscal year for which the appropriations were made.

11. Cost Principles and Procedures. Rules promulgated by reference (i), that define standard cost principles to ensure the same cost principles, standards and procedures are similar, to the maximum amount possible across all procurement actions.

a. Allowability. A cost is allowable only when it is reasonable, allocable and within the terms of the ESA. Under the ESA, the following costs are allowable:

(1) Tuition and mandatory allowable fees at the resident (in state) and non-resident (out of state) tuition rates as determined by the academic institutes admission policy, which the academic institute charges any students pursuing the same or similar curricula and is published in the institutes' published catalog prices. Courses maybe on-site or on-line.

(2) Mandatory non-waivable fees which are directly related to the enrollment as a student. Fees may include:

(a) Admission, application and graduation fees.

(b) Late registration or change of course penalty fees caused by the government.

(c) Minimum level of health insurance fees mandated by the contractor as condition of enrollment.

(d) Any flat rate charge applicable to all students registered for research.

(e) Laboratory fees.

b. Specifically Unallowable Expenses.

(1) Tuition surcharges and fees not equally applied to all student's pursuing the same or similar curricula.

(2) Special interest elective courses requiring additional fees, such as physical education courses for mountain climbing, skiing, horseback riding, etc., and courses in elective options for academic majors that require additional fees (e.g., flying instruction and study abroad).

(3) Any tuition or fee for a course that the student repeats because the student initially failed the course, or any course that the student retook in an effort to receive a better grade.

(4) Any tuition or fee for a course taken at another academic institution in which the credits are not fully transferrable.

(5) Permit charges such as vehicle registration and parking fees.

(6) Personal charges and fees such as transcripts, room and board, dorm room fees, equipment rental, lab coats, school supplies, books, and deposits such as computer time, breakage or damage to property, laundry, post office boxes, etc.

(7) Health and health insurance fees that exceed the academic institute's minimum enrollment requirement or in which the educational institute allows to waived regardless if the MIDN elects to waive the charge. MIDN entrance physicals and other medical treatments/exams are not allowed to be paid under the ESA.

(8) Fees, fines and penalties assessed for MIDN failure to comply with a requirement imposed by the academic institute.

c. Reasonableness. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Allowable services ordered at the rate of the academic institute's published catalog prices are considered reasonable.

d. Allocable. All tuition, mandatory allowable fees and advance placement exams must be allocable to a specific task order and a specific MIDN.

e. Credits. The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor will be credited to the government either as a cost reduction or by cash refund.

f. Refunds. The contractor is required to refund any government overpayments resulting from withdrawal of students, or from any other cause under its standard procedures. Refunds shall be made payable to the Treasurer of the United States and the check delivered to NSTC Comptroller.

12. Condensed Courses. Condensed courses are defined by the ESA as any course that are shorter in duration than the academic institute's normal semester/quarter terms to include summer and winter school. Attendance through host institute resident and on-line classes should be encouraged to the maximum extent reasonably possible.

a. Eligibility Requirements. The 45-day scholarship requirements to establish eligibility is not allowed for condensed classes. To establish eligibility, the MIDN must have met scholarship eligibility requirements prior to the end of the preceding regular term and had elected the tuition and fee option for that term.

b. Authorization. The NROTC Commanding Officer may authorize the Ordering Officer to order condensed classes when:

(1) The MIDN meets the requirements established in reference (v).

(2) Advantageous to the government such as MIDN graduating early or for course not available during regular terms and would delay graduation. Making up for or reducing MIDN course load during regular terms is not considered advantageous to the government.

(3) The NSTC Comptroller certifies the availability of funds.

c. Ordering.

(1) Attendance at an ESA or Cross-Town institution.

(a) When MIDN attendance will be at the host/cross-town school, the Ordering Officer will issue a task order.

(b) When attendance will be at another ESA/cross-town school, the NROTC will coordinate with the NROTC at that school.

(c) The Ordering Officer will issue a task order before the MIDN may attend the courses.

(2) Attendance at Program Non-Affiliated School.

(a) The course will be ordered by the Government Commercial Purchase Card (GCPC) Card Holder (CH) utilizing the SF182 process.

(b) If the course exceeds the limitations of utilizing the GCPC SF182 process, then:

1. The NROTC unit will submit a NSTC Form 7100 a minimum of ten (10) business days prior to the start of the course to NSTC Comptroller for funding approval.

2. The MIDN is responsible to pay for the course and to submit a reimbursement request, to include all supporting documentation, within ten (10) days after returning to the unit.

(3) Special Considerations. Cost for courses taken at a third-party school will not exceed the cost of the course if taken at the campus where the student is enrolled. Credits must be fully transferable to their degree program.

13. Study Abroad. When authorized by NSTC N9, Midshipmen may take study abroad courses. The government will pay the actual amount, not to exceed the amount that the government would have paid while attending courses at the host school.

a. Courses taken through the Contractor. Study abroad courses taken through the contractor's institution will be ordered following the standard ordering process.

b. Course taken through a Third-Party. MIDN should only use a third-party study abroad program when their host institutions, to include cross-towns, do not offer a study abroad program.

(1) The course will be ordered by the GCPC CH utilizing the SF182 process.

(2) If the course exceeds the limitations of utilizing the GCPC SF182 process, then;

(a) The NROTC will submit a NSTC Form 7100 a minimum of 10-business days prior to the start of the course to NSTC N8 for funding approval.

(b) The MIDN is responsible to pay for the course and to submit a reimbursement request, to include all supporting documentation, within ten (10) days after returning to the unit.

14. Tutoring Services. Calculus and physics tutoring is allowable to be ordered for each term. Additional subjects may be requested as outlined in reference (v) providing that the course is directly related to the scholarship MIDN's degree program.

a. Eligibility. Only scholarship MIDN are eligible for tutoring services. Units may share tutorial services with other military service ROTC units as long as costs are shared. If a flat hourly rate is charged, and if the government incurs no additional costs and MIDN receive priority, college programmers may attend scholarship student tutoring sessions.

b. Ordering. Tutoring services will be ordered in the most cost effective manner for each allowable subject by terms. Different course levels such as Calculus 1 and Calculus 2 are considered separate subjects.

(1) Unless not specified in paragraph 1(b) of the ESA, the contractor is the mandatory source to obtain tutoring services. Tutoring services will be obtained using the following priority:

(a) Available through the contractor at no charge.

(b) Available through the contractor at charge. Ordering officer will issue contract task orders prior to the service start date.

(2) If the contractor does not offer tutoring services or paragraph 1(b) of the ESA does not include tutoring services:

(a) Obtain supporting documentation or other proof from the contractor that they cannot fulfill the need. Proof may be in the form of a signed letter or course catalog listing. Documentation or other proof is valid for the current school year.

(b) Procure service using the GCPC or Convenience Check. A copy of the justification letter will be submitted with the purchase request form. GCPC CH will issue the orders prior to the service start date.

(c) A copy of the Navy letter will be filed in the ESA contract folder.

(3) If the NROTC determines the contractor provided tutoring services are inadequate:

(a) The NROTC Commanding Officer will justify on a Navy letter their decision for not utilizing the mandatory source. The letter is valid during the school year it was issued in.

(b) Procure service using the GCPC or Convenience Check. A copy of the justification letter will be submitted with the purchase request form. GCPC CH will issue the orders prior to the service start date.

(c) A copy of the Navy Letter will be filed in the ESA contract folder.

c. Compensation. Scholarship MIDN and military staff are not eligible for compensation for tutoring MIDN.

15. Advance Placement Exams. The NROTC Commanding Officer may authorize the Ordering Officer to order advance placement exams when:

a. The examination will result in credit for course(s) which are included in the student's degree program or will advance the student's commissioning date.

b. It is the MIDN's first attempt at the exam.

- c. The exam cannot be taken due to previously failing the course.
- d. Orders are required to be awarded by the Ordering Officer prior to the examination.

e. Advance placement exams should be ordered through the contractor. Advance placement exams not ordered through the contractor will be taken through the DoD College Level Examination Program (CLEP)/Defense Activity for Non-Traditional Educational Support program. The MIDN may register for exams at <https://dantes.doded.mil/>.

16. Withdrawals. The government may withdraw financial support for any MIDN by the Ordering Officer issuing a contract modification to remove a MIDN from a task order.

a. Regular Term. The government will pay for MIDN who met the 45-day scholarship eligibility requirements and withdrew or was withdrawn after that date. When the withdrawal occurs before meeting the 45-day eligibility, the Ordering Officer will not include the MIDN on the order.

b. Condensed Classes. The government will pay for MIDN who withdrew or were withdrawn after the course begins. When the withdrawal occurs before the course start date, the Ordering Officer will not include the MIDN on the order.

c. Refunds. The contractor is required to credit the government with any charges eligible for refund per the contractor's standard procedures.

d. Recoupment. The NROTC will recoup payments as allowed under reference (v).

17. Retroactive Tuition and Fees. Retroactive Tuition occurs when either the MIDN failed to meet the original eligibility date or the task order was not awarded by the mandatory due date. Retroactive tuition is unique to MIDN tuition orders and authorized per reference (g).

a. Eligibility.

(1) The MIDN request in writing for approval of retroactive tuition.

(2) Authorizing Official determines the MIDN was not at fault for the reason of not meeting the 45-day scholarship eligibility requirements.

(3) Administrative error on behalf of the NROTC Unit.

(4) College Programmer selected for scholarship and other programs authorized by reference (v).

b. Authorizing Official.

(1) For retroactive situations that occur in and are resolved in the current term that is still in session, the NROTC Commanding Officer is the retroactive Authorizing Official.

(2) For retroactive situation that occurred in a previous term or extends past the current term, NSTC N9 is the retroactive Authorizing Official.

(3) NSTC N04 may authorize delegating authorizing authority below these officials.

c. Approval Authority. All retroactive and reimbursement request approvals are subject to the certification of availability of funds by the NSTC Comptroller.

d. Documentation. Retroactive authorization in contracting is unique to scholarship tuition and fees and subject to additional scrutiny during audits. All retroactive authorizations will contain legal justification, basis of decisions and MIDN fulfillment of all scholarship eligibility requirements.

e. Processing. Monies are required to be paid directly to whom the debt is owed. It is prohibited to submit payment to one party to reimburse another party.

(1) No-Fault. No-fault situations occur when for reasons beyond the MIDN's control that they failed to meet the original scholarship eligibility requirements. Common occurrences include delays in Department of Defense Medical Examination Review Board approvals, Medical Leave of Absences and college programmers selected for scholarships.

(a) Fiscal Liability. The government assumes fiscal liability on the later date of the authorization letter, completion of the NSTC 1533/126 NROTC Acceptance and Oath of Office, the DD Form 4 Record of Enlistment and NSTC 1533/135 Scholarship Contract. The later of these date establishes which fiscal year funding to use.

(b) Monies owed to the School. When monies are owed to the school:

1. The Ordering Officer will issue an SF-30 to add the MIDN to the current order when the retroactive period did not exceed that term.

2. The Ordering Officer will issue a DD 1155 Task Order for the entire retroactive period when the retroactive period extends over the current term.

(c) Monies owed to the MIDN. When a MIDN pays the school, then the MIDN shall file an OF 1164 reimbursement request with all required supporting documentation.

(2) Government At-Fault. Government At-Fault occurs when;

(a) The NROTC failed to include the MIDN on the task order for reasons beyond the MIDN control.

(b) The NROTC Unit failed to issue the task order by the mandatory due-date.

(c) Fiscal Liability. The original bona fide need date establishes the government's fiscal liability and which fiscal year funding to use.

(d) Monies owed to the School. When monies are owed to the school:

1. The Ordering Officer will issue an SF-30 to add the MIDN to the current term order for the tuition and allowable mandatory fees for that term only.

2. The Ordering Officer will issue a DD 1155 Task Order for each retroactive school term.

(a) Monies owed to the MIDN. When a MIDN pays the school, then the MIDN shall file an OF 1164 reimbursement request with all required supporting documentation.

(b) Corrective Action. NROTC Unit will implement corrective action to avoid any further Government At-Fault situations.

f. Allowable Retroactive Costs. Only the tuition and allowable mandatory fees may be authorized for retroactive payment or reimbursement. No other costs to include late fees, interest fees, loan fees, tutoring or advance placement exams are authorized. Only the amount the MIDN paid with personal funds such as cash, checks, credit cards, loans, IRS 529 and 530 College savings accounts are reimbursable. Third-Party payments such as grants, scholarships, GI bill and other federal and state benefits are not reimbursable to MIDN.

h. Timeline. Retroactive payments and reimbursements will be submitted for payment within 10 working days from the date of the retroactive letter or before the end of the fiscal year, whichever date is first.

18. MIDN Service Record Entries. The Ordering Officer will forward all invoices, GCPC receipts and reimbursement payment information to the Human Resource Assistant for entry into MIDN service record. All tuition and fee expenditures must be allocated to and entered into the respective MIDN's service record.

19. Contract Files. Ordering Officer will establish files containing the records of all relevant contractual actions. These files are legal records and shall be sufficient to constitute a complete history of the transactions, background as a basis for the decisions, actions taken and shall contain adequate documentation to "tell the entire story" to an independent auditor, legal investigation or judiciary procedure.

a. Each ESA and each task order will have its own separate contract file.

b. Contract files contain procurement sensitive information and shall be properly safeguarded and stored under lock and key.

c. Ordering Officers will establish a standard folder template and ensure consistency and completeness between all contract files.

- d. Records will be maintained for 10-years after the order is closed-out.

**Table 4-1
Mandatory Complete By Dates**

Task	Completion Date
Establish contract file – Regular terms and Condensed Classes	15 days prior to the start of term or Condensed Class
Go into EDA to verify if additional mods have been made to the ESA – Regular terms and Condensed Classes	15 days prior to the start of term or Condensed Class
SAM Verification – Regular terms and Condensed Classes	15 days prior to the start of term or Condensed Class
Issue a Tuition Request for Services – All Tuition and Fee option MIDSHIPMAN – Regular Terms Only	10 days prior to start of term
Submit NSTC 7100 - Regular Term Tuition and Fees	NLT 10 days after term start, amend as required
Submit NSTC 7100 - Condensed Classes Tuition and Fees, Tutoring and Advanced Placement Exams	NLT 10 days before classes start, amend as required
Submit NSTC 7100 – Scholarship reinstatements	Reinstatement effective date
Submit DD 1149 – Regular Term Tuition and Fees	NLT 10 days after term start, amend as required
Submit DD 1149 – Condensed Classes, Tutoring and Advanced Placement Exams	NLT 10 days prior to start date, amend as required
SAM Re-verification	Within 1 day prior to issuing Task Order or cost increase mod
Issue Task Order DD 1155 – Tuition and Fees Regular Terms	On or before 46 th day of term. Modify as required
Issue Task Order DD 1155 – Reinstated Scholarship Benefits	Award within 10- days of Reinstatement effective date
Issue Task Order – Condensed classes, Tutoring, Advance Placement Exams	Prior to start date of class or obtaining services. Modify as required
Enter DD 1155 Task Order/ SF 30 Mods into EDA	3 working days of contract award
Report DD 1155 Task Order/SF 30 Mods into FPDS-NG	3 working days of contract award
CPARS Reporting. Only required for orders with total value of over \$1M	3 work days after term ended
Provide Signed copy of Task Order or Mod to Bursars Office	3 working days of award
Issue SF 30 Contract Modification	NLT 3 working days of change known
Process WAWF Invoices	Within 7 calendar days of receipt
LPO Process WAWF Invoices	Payment made within 30 days of receipt
Contract Close-Out	Within 1 month of final invoice payment or term ending, whichever is later