



# COR DESIGNATION LETTER

**DATE:** November 8, 2021

**TO:** Brian Burns, TTS Office of Acquisition

**FROM:** ACF

**NOMINEE:** Lauren Frohlich, ACF

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

**REF:** ID23200007 / RAFT

**PERIOD COVERED:** November 8, 2021 - July 12, 2023

1. In accordance with FAR 1.602-2(d) and FAR 7.104(e), you are hereby designated as the COR with respect to technical matters within the scope of the subject contract, agreement, or order referenced above.

The subject contract, agreement, or order requires a COR with an active FAC-COR Level II certification, and the COR has provided documentation confirming their appropriate certification level.

2. As the COR, you are authorized to act on behalf of the CO during the period of performance of the contract, agreement, or order referenced above. You are responsible for providing prompt notification to your management and to the COR if, for any reason, it becomes necessary to terminate your appointment as the COR.

3. Your authority to act as the COR is not re-delegable, and includes the following limitations:

As the COR, you **shall not**:

a) take action, either directly or indirectly, that could result in a change or modification in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract, agreement, or order;



- b) direct the accomplishment of effort which would exceed the scope of the contract, agreement, or order;
- c) make any commitments or promises to contractors relating to award of contracts, agreements, or orders;
- d) make any agreement with the contractor requiring the obligation of funds;
- e) discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another before or after a solicitation is issued for re-procurement;
- f) direct a contractor (verbally or by writing) to stop work or to begin work prior to the contract vehicle award date, or prior to a Notice to Proceed letter issued by the CO;
- g) create the appearance of an employee-employer relationship by interfering with the contractor's management of its employees (see FAR 37.1) such as "supervising" or otherwise directing the work efforts of a contractor's employee.
- h) participate in activities that would create a personal conflict of interest, either real or apparent.

4. During the period (see above) covered by this appointment, the following administrative requirements are within the scope of your responsibilities:

- a) review the contract, agreement, or order, including associated documents, and become familiar with events/milestones;
- b) maintain COR documentation to be incorporated into the official electronic contract file in accordance with the CO's instructions.
- c) bring to the attention of the CO any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance, within 24 hours of discovery;
- d) report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the CO ;
- e) review and submit recommendations to the CO on subcontracts, considering the 'privity of contract that exists between the prime and subcontractors;



- f) ensure the safeguard of GFP, including contractor acquired property;
- g) ensure that the contractor submits complete security clearance forms, as required by the contract, agreement, or order, and coordinate with the appropriate security officer(s) ;
- h) ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified materials, as soon as it is determined that access to classified material will be required to complete the contractual requirements;
- i) ensure the proper GSA and ACF offices are notified at the end of the period of performance, or when a contractor's employee departs during contract, agreement, or order performance, to facilitate the collection of Government-issued badges, property, and the inactivation of information system access ;
- j) maintain COR certifications during the entire period of performance of the above referenced contract, agreement, or order;
- k) conduct administrative efforts and business dealings in a manner above reproach and in strict compliance with established standards of conduct and conflict of interest rules;

5. During this period covered by this appointment, the following technical requirements are within the scope of your responsibilities:

- a) assist in requirements development, coordinate transfer of funds, obtain any required internal approvals and evaluation of quotes/proposals;
- b) coordinating actions relating to funding and changes in scope of work;
- c) monitoring the contractor's performance in accordance with the technical requirements, to assure that performance is strictly within the scope of the contract, agreement, or order.
- d) confirming all significant technical instructions to the contractor;
- e) inspection reports and deliverables to ensure compliance with contract, agreement, or order requirements. Validation of receipt of deliverables, and the approved acceptance for payment, or rejection of deliverables, shall be accomplished within 7 days of the Contractor's submission;
- f) checking contractor performance to ensure that the labor hours charged appear



consistent and reasonable, and that travel charged was necessary and actually occurred;

g) maintaining COR documentation, which includes, but is not limited to – a copy of the contract, agreement, or order, minutes of meetings, e-mail correspondence,

approved/accepted QASP, interim and final inspection reports, schedules, invoices and payment log, documentation of acceptance/rejection of deliverables, CO

correspondence, and copies of modifications;

h) referring to the CO and/or designee those matters, other than purely technical problems, that may affect the contract, agreement, or order;

j) informing the CO when the contractor is known to be behind schedule and coordinating corrective actions which are necessary to restore the performance schedule;

k) furnishing to the CO a copy of any contractually significant correspondence in order to prevent possible misunderstanding or the creation of a condition that may be the basis of a later claim or dispute;

l) providing disposition advice on GFP, or contractor-acquired property, as requested by the CO;

m) reporting to the CO suspected procurement fraud, bribery, conflicts of interest, and other alleged improper conduct;

n) reviewing and submitting recommendations to the COR on subcontracts with respect to their relationship with the prime contract, agreement or order;

o) assuring that the contractor has a current facility clearance as well as appropriate clearances for its employees to have access to Government sites or classified material as soon as it is determined that access to sites or classified material will be required;

p) providing necessary Government interpretation of the contract's technical requirements from cognizant sources, as requested by the contractor.

q) ensure that the proper [insert Agency] offices are notified at contract, agreement, or order conclusion, or when contractor employees depart during the period of performance, and facilitate the collection of badges, cancellation of systems access and security clearances.



r) the COR is required to perform ancillary duties and responsibilities by the requiring activity or COR management. [For DoD or Assisted Acquisitions, these duties could include ensuring contractor reporting in the [SPOT](#)]

6. For HSPD-12 and GSA Access (PIV) cards, The COR is responsible for the “Requesting Official” duties and responsibilities outlined in [ADM 5400.2](#) that arise under this contract, agreement, or order. In particular, the COR shall:

- a) identify contractors who require a background investigation, escort, and/or GSA Access (PIV) cards;
- b) assist contractors in completing the background investigation and/or process to obtain a GSA Access (PIV) card (e.g., helping contractor navigate enrollment in eQIP)
- c) ensure coordination with the FAS HSPD-12 POC and the Office of Mission Assurance (OMA) for the processing and/or issuance of the contractor’s background investigation and/or GSA Access (PIV) card, as required;
- d) ensure contractors complete required applicable training (e.g., GSA Information Technology (IT) Security Awareness & Privacy Training) upon contract, agreement, or order award, and annually thereafter;
- e) ensure GSA contractor escort policies are implemented according to [CIO P 2181.1 -GSA HSPD-12 Personal Identity Verification and Credentialing Handbook](#), if required;
- f) ensure notification to the [FAS HSPD-12 POC](#) and OMA when there are any changes to the building location and/or contractor’s information (e.g. company name, point of contact, key personnel arrivals and/or departures, etc.), as required; and
- g) ensure the following duties are promptly completed when a contractor’s employee is no longer supporting a contract, agreement, or order:
  - notify the [FAS HSPD-12 POC](#) and OMA of the departure;
  - request removal of IT access;
  - retrieve (i.e. from either the contractor employee and/or their company,) all issued GSA Access (PIV) cards unless the contractor’s employee is working on another separate contract, agreement, or order that requires retention of the GSA Access (PIV) card; and
  - forward retrieved GSA Access Cards within five business days to the [FAS HSPD-12 POC](#) or OMA for destruction.

7. In accordance with FAR 1.602-2(d)(7)(v), you are advised that as the COR you may be held personally and financially liable for any unauthorized acts or non-ratifiable commitments. Only the CO has the authority to make changes to the contract,



agreement, or order that affects price, quality, quantity, or other terms and conditions of the contract.

To avoid unauthorized or non-ratifiable commitments, you must make it clear to the contractor that you do not have authority to give such direction. Whenever there is the potential that discussions may impact any of the areas described above, contact the CO for guidance.

8. This designation does not authorize you to direct the contractor to perform work unless explicitly provided for in the contract, agreement, or order, nor does it authorize you to take any other action not specifically stated in this memorandum. The following are expressly excluded from this designation:

- a) waiving the Government's rights with regard to the contractor's compliance with the specifications, price, delivery, or any other terms or conditions;
- b) approving items of cost not specifically authorized by the contract, agreement, or order;
- c) executing supplemental agreements;
- d) rendering a decision on any dispute under the Disputes provision of the contract, agreement or order;
- e) Taking any action with respect to termination, except to notify the CO of a recommendation;
- f) authorizing delivery or disposition of GFP not specifically authorized by the CO;
- g) giving guidance to the contractor, either verbally or in writing, which might be interpreted as a change in the scope or terms of the contract, agreement, or order;

As the COR, you are strongly encouraged to contact the CO for clarification if uncertain of your authority and responsibility. Responsibilities outlined in this memorandum are not intended to be all-inclusive.



Please acknowledge that you accept this designation by signing below and returning this memo within three business days to the CO.

The COR shall retain a signed copy of this appointment letter.

**Contracting Officer:**

DocuSigned by:  
*Brian Burns* 11/8/2021  
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971FA3D6196446E  
**BRIAN BURNS** **Date**

**COR Acknowledgement:**

**I have received, read, and accepted this designation.**

DocuSigned by:  
*Lauren Frohlich* 11/8/2021  
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**LAUREN FROHLICH** **Date**