



***USER'S GUIDE  
TO THE  
CONTRACTING  
OFFICER'S  
REPRESENTATIVE'S  
(COR) WORKBOOK***

# TAB A: USER'S GUIDE TO THE WORKBOOK

## IF YOU ARE: A Contracting Officer ...

This Workbook can be your tool for evaluating and documenting classroom and on-the-job training for officials designated as Representatives, Technical Representatives or Program Managers. Keep one office copy of the Workbook for your own use. Provide a workbook for each designee. In particular, see:

<b>TAB B</b>	“Guidelines For Training Contracting Officer Representatives, (COR).” This recommends goals and steps in training CORs.
<b>TAB B1</b>	“Instructions For Training Forms.” This conveys detailed instructions on suggested forms for evaluating and documenting an official’s background and training.
<b>TAB B2</b>	“Background Interview.” You can use this form to interview prospective designees as the first step in designating an official as a COR. The interview's purpose is to pinpoint duties in which an official needs additional training. See TAB B1 for more details on the interview.
<b>TAB B3</b>	“Individual Summary Report.” Results of the background interview can be provided here. All areas indicating a lack of training or experience should be identified.
<b>TAB B4</b>	“Certificates of Course Completion: Place a copy of the Certificate(s) of Completion behind this Tab.
<b>TAB C</b>	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process and can serve as a tool for orienting newly designated officials.
<b>TAB D1</b>	“Units of Instruction By Title and Part.” This lists the Units of Instruction in the same order as the Procurement Process Charts. It is a handy aid for “looking up” any specific duty.
	Units of Instruction—one for each of 18. Each Unit of Instruction has optional blocks to:

	1. Certify completion of the on-the-job training assignments or training (see Tab B1 for more details on the use of these blocks).
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# TAB A: USER'S GUIDE TO THE WORKBOOK

## IF YOU ARE:

### A Designated Contracting Officer Representative (COR)

You can use this Workbook as a guide to performing 18 Contract-related duties and documenting on-the-job and training efforts. In particular, see:

<b>TAB B1</b>	“Instructions For Training Forms.” This conveys detailed instructions on suggested forms for planning, scheduling, evaluating, and documenting your training.
<b>TAB B2</b>	Background Interview.” Use this form to pinpoint duties in which you need additional training. See TAB B1 for guidance on using this form to evaluate your prior training and experience.
<b>TAB B3</b>	“Individual Summary Report. You can use this form to identify needed training and document progress towards completion.
<b>TAB B4</b>	“Certificates of Course Completion.” After you complete any acquisition-related course, you can put the Certificate(s) of Completion behind this Tab.
<b>TAB C</b>	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process.
<b>TAB D</b>	Units of Instruction—one for each of 18 duties. Each Unit: <ul style="list-style-type: none"><li>• States the duty and standard for performing it.</li><li>• Lists all FAR sections that apply to performance of the duty.</li><li>• Flowcharts the steps in performing the duty.</li><li>• Provides a step by step, task by task breakdown of the duty.<ul style="list-style-type: none"><li>• Includes optional blocks to document your training in that duty and certify your completion of that training</li></ul></li></ul> .

# TAB A: USER'S GUIDE TO THE WORKBOOK

## IF YOU ARE:

### An Educator or Instructor ...

This Workbook provides the essential foundation for developing instructional or educational materials for 18 Contract Management duties for CORs. In particular, see:

<b>TAB C</b>	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process.
<b>TAB</b>	Behind these tabs are the 18 Units, each corresponding to a Contract Management Duty. Each Unit represents a complete blueprint for training the duty, including a Terminal Learning Objective and related Enabling Objectives. (Note—Multi-Part Units have a separate Terminal Learning Objective for each Part.) This Workbook is available to Educators and Instructors in electronic versions. Contact the Federal Acquisition Institute for more details.

## **Inquiries and Comments**

We welcome any inquiries about this document and its potential uses, as well as any comments on technical accuracy and substance. The address and phone number is:

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# **TAB B: GUIDELINES**

## **1. GOAL OF TRAINING**

Federal departments and agencies are developing comprehensive curricula to systematically develop skill at performing COR duties and tasks. The goals of training, correspondingly, are to ensure that all newly hired or appointed COR:

1. Complete the curriculum required by the employing department or agency.
2. Apply and reinforce skills and knowledge learned in the classroom or through on-the-job work assignments.

## **2. SUGGESTED STEPS FOR ENSURING CONTRACTING OFFICER REPRESENTATIVES QUALIFICATIONS**

**Step 1.** A Contracting Office should provide the employee with his or her own copy of this Workbook. Carefully review the “Instructions For Training Forms” (TAB B1) for detailed guidance on the forms suggested for the following steps.

**Step 2.** Identify the corresponding Units of Instruction relevant to duties delegated to the employee.

**Step 3.** Interview the employee to determine his or her current proficiency at performing applicable duties of the 18 duties represented by “Units of Instruction” in the Workbook. Also use the interview to identify courses already completed by the employee. Document the interview on the “Employee Interview” form (TAB B2) and file it in the Workbook.

**Step 4.** Prepare an Individual Summary Report. Use the report to identify duties that the employee is already competent to perform. An employee may not need on-the-job or classroom training in a duty if:

- The employee has performed the duty, and
- The employee's supervisor is satisfied that the employee can satisfactorily perform the duty.

**Step 4.** File copies of completion certificates behind TAB B4 of the employee's copy of the Workbook.

**Step 5.** Document completion of each Unit on the forms for that Unit in TAB D of the employee's copy of the Workbook. Each Unit in TAB D has a Statement of Completion. Record the evaluator's name, title, and date as indicated.

**Step 6.** When the employee has completed all training in the IDP, consider awarding a certificate to the employee or otherwise provide recognition for this accomplishment.



# B1: INSTRUCTIONS FOR TRAINING FORMS

## I. GS-1102 EMPLOYEE INTERVIEW (TAB B2)

### A. Purpose.

The purpose of the interview is to identify those duties for which CORs need training.

### B. Description.

Exhibit 1 is an excerpt from the Employee Interview form.

## EMPLOYEE INTERVIEW

Use this form to interview each Contract Officer Representative (COR) as the basis for preparing Individual Development Plans. After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

If the employee has not performed the duty, check NO and leave the other columns blank. If the employee has previously performed the duty, check YES and describe the work assignment or assignments which provided experience in performance of the duty.

Unit	Duty	Completed Training/Experience		
		Yes	No	Describe Activity
1	Work Packages—Prepare the purchase request (PR), obtain additional information and corrections to complete the PR			

*Exhibit 1*

## **TAB B1: INSTRUCTIONS FOR TRAINING FORMS**

Use the column titled “Describe Assignment” in Exhibit 1 above to record prior training, education, and experience which provided the skills, knowledge and abilities necessary to perform the duty. In describing the assignment, provide all facts necessary to support a determination on whether the employee needs additional on-the-job training.

The Employee Interview form also has fields to record the employee's past coursework. All successfully completed contracting related courses should be documented here with a description of the duties covered by the course(s).

# TAB B1: INSTRUCTIONS FOR TRAINING FORMS

## 3. INDIVIDUAL SUMMARY REPORT (TAB B3)

### A. General.

Summarize an individual's acquisition-related training and experience here. List courses that are planned for the employee. For each course, also list Units of Instruction from Tab D that represent duties covered in the course. File the completed summary behind TAB B3 in the employee's copy of the Workbook.

<i>Summary Report</i>
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# **TAB B1: INSTRUCTIONS FOR TRAINING FORMS**

## **III. COURSES (TAB B4)**

File certificates of completion for IDP courses/duties behind TAB B4.

# TAB B1: INSTRUCTIONS FOR TRAINING FORMS

## E. Certifying completion

The first page or pages of each Unit of Instruction includes a form to certify completion training related to the Unit. A sample Certificate of Completion is shown in Exhibit 6. In the block for the evaluator, identify the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.

### UNIT CERTIFICATION

#### Statement of Completion

\_\_\_\_\_ J. Smith \_\_\_\_\_ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty:	1. Prepare the Purchase Request or 2. Obtain concurrences and approval
Conditions	Given Purchase Requests and the Guidelines For Reviewing Purchase Requests (Appendix 1)
Overall Standard(s)	Purchase requests, after review by the Contract specialist, contain all elements necessary to proceed with the procurement

Evaluator

\_\_\_\_\_ V. Enterprise \_\_\_\_\_

Name

\_\_\_\_\_ Supervisor \_\_\_\_\_

Title

\_\_\_\_\_ March 22, 2000 \_\_\_\_\_

Date

## TAB B2: BACKGROUND INTERVIEW

Unit	Duty	Completed Training/Experience		
		Yes	No	Describe Training Source/ Activity and Dates
<b>1</b>	<b>Work Packages</b> —Prepare the purchase request (PR), obtain additional information and corrections to complete the PR			
<b>2</b>	<b>Property</b> — Identify and correctly apply the policies and procedures related to this determination given the type of property at issue			
	—			
	—			

*Exhibit 1*

## TAB B3: INDIVIDUAL SUMMARY REPORT

[illegible]



## **TAB B4: CERTIFICATE(S) OF COURSE COMPLETION**

File certificates of course completion behind this Tab.

# **TAB C: PROCUREMENT PROCESS CHARTS**

The following pages present a flowchart of the Federal Procurement Process—detailing the phases, functions, and steps of that process. This chart represents our view on an ordering of duties and tasks for instructional purposes. The sequencing of functions or steps may vary from contract to contract. For example, some solicitations may be amended prior to the opening of proposals, as suggested by the flowchart, but others might not be amended until after the Government has begun to evaluate proposals. In the Contract Specialist Workbook, you will find a corresponding Unit of Instruction for every numbered step in the flowcharts.

However, please note that not every function or step applies to CORs. CORs may be involved with only those functions shaded. The darker the shading the more likely the involvement. Each agency will need to identify the degree of COR involvement based on their manpower, mission and policies. The COR Chart of Duties follows and contains the 18 most essential functions and duties.

# TAB C: THE PROCUREMENT PROCESS

## PRESOLICITATION PHASE

Determination of Need	Initiating the Procurement	Analysis of Requirement	Sourcing
<b>Determining Needs</b> 1. Forecasting Requirements 2. Acquisition Planning	<b>Processing the PR</b> 3. Purchase Requests 4. Funding <b>Market Research</b> 5. Market Research	<b>Analyzing Requirements</b> 6. Specifications 7. Statements of Work 8. Services	<b>Extent of Competition</b> 9. Sources 10. Set-Asides 11. 8(a) Procurements 12. Competition Requirements 13. Unsolicited Proposals <b>Selection Factors</b> 14. Lease vs. Purchase 15. Price Related Factors 16. Technical Evaluation Factors <b>Method and Plan for the Procurement</b> 17. Method of Procurement 18. Procurement Planning



# TAB C: THE PROCUREMENT PROCESS

## SOLICITATION-AWARD PHASE

Solicitation	Evaluation— Sealed Bidding	Evaluation— Negotiation	Award
<b>Terms and Conditions</b> 19. Contract Types 20. Letter Contracts 21. Contract Financing 22. Use of Government Property and Supply Sources 23. Need For Bonds 24. Solicitation Preparation <b>Soliciting Offers</b> 25. Publicizing Proposed Procurements 26. Preaward Inquiries 27. Prebid/Preproposal Conferences 28. Amending Solicitations 29. Cancelling Solicitations	<b>Bid Evaluation</b> 30. Processing Bids 31. Bid Acceptance Periods 32. Late Offers 33. Bid Prices 34. Responsiveness	<b>Proposal Evaluation</b> 35. Processing Proposals 36. Technical Evaluation 37. Price Objectives 38. Cost and Pricing Data 39. Audits 40. Cost Analysis 41. Evaluating Other Terms and Conditions 42. Competitive Range <b>Discussions</b> 43. Factfinding 44. Negotiation Strategy 45. Conducting Negotiations	<b>Selection for Award</b> 46. Mistakes in Offers 47. Responsibility 48. Subcontracting Requirements 49. Preparing Awards <b>Executing Awards</b> 50. Award 51. Debriefing <b>Protests</b> 52. Protests <b>Fraud and Exclusion</b> 53. Fraud and Exclusion

# TAB C: THE PROCUREMENT PROCESS

## POST-AWARD ADMINISTRATION PHASE

Start-Up	Quality Assurance	Payment and Accounting	Closeout, Modifications, Terminations, & Claims
<b>Planning</b> 54. Contract Administration Planning 55. Post-Award Orientations <b>Ordering</b> 56. Ordering Against Contracts and Agreements <b>Subcontracting</b> 57. Consent to Sub-contracts	<b>Monitoring and Problem Solving</b> 58. Monitoring, Inspection, and Acceptance 59. Delays 60. Stop Work 61. Remedies <b>Property</b> 62. Property Administration <b>Reporting Performance Problems</b> 63. Reporting Performance Problems	<b>Payment</b> 64. Limitation of Costs 65. Payment 66. Unallowable Costs 67. Assignment of Claims 68. Collecting Contractor Debts 69. Progress Payments 70. Price and Fee Adjustments <b>Accounting</b> 71. Accounting and Cost Estimating Systems 72. Cost Accounting Standards 73. Defective Pricing	<b>Closeout</b> 74. Closeout <b>Contract Modification Modifications/Options</b> 75. Contract Modifications <b>Termination</b> 76. Termination 77. Bonds <b>Claims</b> 78. Claims

# **TAB D: CONTRACT MANAGEMENT UNITS OF INSTRUCTION**

**(Training Blueprints inserted here)**

# TAB D2: ORGANIZATION AND FORMAT

The following is a section by section description of a typical Unit of Instruction. The # sign refers to the number of the Unit (e.g., 64, which is the # for the Unit on **Limitation Of Costs**). The cited page numbers may vary from Unit to Unit.

## *Section Page Purpose*

**Title #**-1 Identifies the Unit by the title and #. Also identifies the Contract Management Training Blueprint (1989 edition) on which the Unit is based. The date indicates when the Unit as a whole was last revised.

**Statement of Completion #**-1 When using this Workbook for on-the-job training, enter the employee's name after the employee has satisfactorily performed the duties and related tasks of the Unit.

## **Duty, Conditions, and**

**Standard(s) #**-1 Prescribes the **Action** that students should be able to perform at the end of training, the **Conditions** under which the student can be expected to perform, and a **Standard** for assessing performance. Together, these three elements constitute the Terminal Learning Objective for the Duty (or Part).

Whether in the classroom or on-the-job, the trainer's or educator's goal should be to accomplish this Terminal Learning Objective. And trainers or educators should be judged primarily by their effectiveness in realizing this goal.

**Evaluator #**-1 When using this Workbook for on-the-job training, enter the name of the supervisor or the management official who assigned, supervised, and evaluated the OJT assignment.

## **Documentation of OJT Assignment(s)**

**#**-2 When using this Workbook for on-the-job training, use this form to document the work assignment, rotational assignment, special project, or practicum that provided the employee with an opportunity to practice performance of the duty.



**FAR Citations** #-3 Lists references to related sections in the Federal Acquisition Regulation (FAR). Space is provided to enter citations from the applicable FAR Supplement and other policy guidelines. **Other KSA's** #-3 Identifies related knowledges, skills, and abilities.

# TAB D2: ORGANIZATION AND FORMAT

## *Section Page Purpose*

**Flowchart #4** Visually depicts steps and decision points in performing the duty. The number or numbers in each box correspond to the Tasks described on pages #-5 and following. A block in the flowchart may combine a number of Tasks (e.g., Tasks 2-4). When a Unit has been divided into a number of parts (e.g., Part A, Part B, and Part C), the Unit generally includes a separate flowchart for each Part positioned on the page immediately preceding the Part.

**Tasks #5** Presents steps in performing the duty, in order of instruction. Trainees should learn each step in turn and also be provided with in-class and on-the-job practice in performing the more critical steps. The steps have been sequenced for the purpose of accomplishing the Terminal Learning Objective of the Unit or Part. These are not necessarily all the steps or the best sequence of steps for any given on-the-job assignment.

**Related Standards #5** Provides standards for learning each step and/or additional instructions. Each task and its related standard together comprise an "Enabling Objective."

**Appendices NA** Some Units have been appended with additional checklists or guidelines.

# UNIT 1 - PREPARE A REQUIREMENTS PACKAGE

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Prepare a Purchase Request Work Package for submittal to the contracting office for procurement action.
Conditions	Given staff meeting minutes, acquisition histories, market data, proposed budgets, and related planning documents.
Overall Standard(s)	<p>The duty is successfully completed when the authorized official provides supporting documentation that is current, complete, and accurate information and is sufficient to proceed with procurement action. Purchase request (including program plans, budget estimates, and schedules) are:</p> <ul style="list-style-type: none"><li>• Written in terms that accurately reflect the market's capabilities (leadtimes, production, delivery, and cost) and procurement leadtimes).</li><li>• Designed to obtain maximum competition.</li><li>• Ensuring quality assurance requirements are met.</li><li>• Satisfying the Government's needs in the most effective, economical, and timely manner.</li><li>• Including past performance data as an evaluation factor.</li><li>• Encouraging or requiring offerors to supply and use commercial or (to the extent commercial items are not suitable) other nondevelopmental items to the maximum extent practicable.</li></ul>

# **UNIT 1 - PREPARE A REQUIREMENTS PACKAGE**

**Evaluator**

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Name

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Title

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Date

# **UNIT 1 - PREPARE A REQUIREMENTS PACKAGE**

Insert documentation to support completed training

# UNIT 1 - PREPARE A

## REQUIREMENTS PACKAGE

### *Policies*

Far Ref.	Title	Relevancy
<a href="#">1.102</a>	Statement of guiding principles for the Federal Acquisition System.	Acquisition system standards, goals, and strategies.
<a href="#">3.104</a>	Procurement integrity.	Safeguarding source selection and proprietary information.
<a href="#">5.404</a>	Release of long-range acquisition estimates.	Long-range acquisition estimates.
<a href="#">5.405</a>	Exchange of acquisition information.	Obtaining acquisition information from other agencies.
<a href="#">6.303-2</a>	Content.	Paragraph (a)(8): Market research for other than full and open competition.
<a href="#">7.1</a>	Acquisition Planning.	Acquisition plans.
<a href="#">7.3</a>	Contractor Versus Government Performance.	Contractor vs. Government performance.
<a href="#">7.403</a>	General Services Administration assistance.	GSA assistance.
<a href="#">9.104-2</a>	Special standards.	Special standards of responsibility.
<a href="#">10</a>	Market Research.	FAR Part on market research.
<a href="#">11</a>	Describing Agency Needs.	Describing Agency Needs.
<a href="#">12.101</a>	Policy.	Market research to determine whether commercial or non-developmental items are available.
<a href="#">12.202</a>	Market research and description of agency need.	Describing the need in solicitations of offers or quotes for commercial items under FAR Part 12.

# UNIT 1 - PREPARE A

## REQUIREMENTS PACKAGE

<a href="#">12.205</a>	Offers.	Paragraphs (a) &(b): Use of commercial product information in evaluating offers (rather than requiring submission of technical information) allowing proposals of alternative commercial products).
<a href="#">12.206</a>	Use of past performance.	Use of past performance as an evaluation factor when acquiring commercial items.
<a href="#">13.106-1</a>	Soliciting competition.	Paragraph (a) (2): Price-related factors in simplified acquisition.
<a href="#">14.201-8</a>	Price related factors.	Price-related factors in sealed bidding.
<a href="#">15.101</a>	Best value continuum.	Evaluation factors in negotiations.
<a href="#">15.304</a>	Evaluation factors and significant subfactors.	Evaluation factors in negotiations.
<a href="#">23.203</a>	Policy.	Considering energy conservation and efficiency data in the preparation of plans, drawings, specifications, and other product descriptions.
<a href="#">23.4</a>	Scope of subpart.	Specifying use of recovered materials.
<a href="#">23.704</a>	Policy.	Favoring the acquisition of environmentally preferable and energy-efficient products and services.
<a href="#">24.103</a>	Procedures.	Special review requirements for requirements documents that involve the design, development, or operation of systems of records.
<a href="#">25.405(b)</a>	Procedures.	No requirements solely to preclude acquisition of eligible products under the Trade Agreements Act.
<a href="#">32.107</a>	Need for contract financing not a deterrent.	The need for financing not to be used as an evaluation factor.
<a href="#">32.7</a>	Contract Funding.	Paragraphs 32.700 through 703: Contract funding.
<a href="#">32.705-1</a>	Clauses for contracting in advance of funds.	Contract funding.
<a href="#">35.007</a>	Solicitations.	Paragraph (g): Work statements for research and development.
<a href="#">35.008</a>	Evaluation for award.	Paragraphs (a) & (b): Guidelines for R&D evaluation factors.

# UNIT 1 - PREPARE A

## REQUIREMENTS PACKAGE

<a href="#">35.016</a>	Broad Agency Announcement.	Use of evaluation factors in Broad Agency Announcements (BAA).
<a href="#">37.602-1</a>	Statements of work.	Statements of work for performance-based service contracts.
<a href="#">37.102</a>	Policy.	Policy of reliance on the private sector for commercial services.
<a href="#">37.106</a>	Funding and term of service contracts.	Funding and term of service contracts.
<a href="#">37.601</a>	General.	Definition of "performance-based contracting".
<a href="#">39</a>	Acquisition Of Information Technology.	Information technology requirements.
<a href="#">46.101</a>	Definitions.	Definitions of contract quality requirements, contract quality assurance, inspection, and acceptance.



## UNIT 1 - PREPARE A REQUIREMENTS PACKAGE

<a href="#">46.102</a>	Policy.	Policies regarding incorporation of inspection and other quality requirements.
<a href="#">46.103</a>	Contracting Office Responsibilities.	Contracting office responsibilities for incorporating contract quality requirements.
<a href="#">46.2</a>	Contract Quality Requirements.	Contract quality requirements.
<a href="#">46.4</a>	Government Contract Quality Assurance.	Specifying the Government's role and responsibility for contract quality assurance, including quality assurance surveillance plans.
<a href="#">52.212-2</a>	Evaluation—Commercial Items.	Factors in evaluating commercial items.
<a href="#">52.232-18</a>	Availability of Funds.	52.232-18 and –19: Availability of funds.

Other KSA's

Reserved.

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Other Policies and References (Annotate As Necessary):

# UNIT 1 - PREPARE A REQUIREMENTS PACKAGE

Tasks	Standards
<p>1. Develop the Requirements Document.</p> <p style="padding-left: 40px;">Step 1 - Identify the Needs of the Government.</p> <p>Step 2 - Perform Market Research.</p> <p>Step 3 - Define the Requirement.</p>	<p>1. Correctly identify and apply all methods to determine the Government's needs for supplies and services within assigned responsibility .</p>
<p>Step 1a. Identify a required or mandatory source:</p>	<p>Step 1a. Only complete the purchase using a required or mandatory source when it meets the minimum needs of the Government.</p> <p>Correctly identify any condition which would preclude use of a required source</p>

# **UNIT 1 - PREPARE A**

## **REQUIREMENTS PACKAGE**

<p>Step 1b. Identify sources of information on further needs.</p> <p>Potential sources include:</p> <ul style="list-style-type: none"><li>• Projections from data on past procurements.</li><li>• Planning, programming, and budgeting documents.</li><li>• Surveys of requiring activities and other program planners.</li><li>• Participation in meetings to plan, program, and budget for agency missions.</li><li>• Other documents (e.g., by adding one's name to the reading lists for reports, staff meeting minutes, and other documents from requiring activities).</li><li>• Command direction.</li><li>• Change in contract.</li><li>• Expiration of current contract.</li></ul>	<p>Step 1b. Identify all relevant sources of information readily available and extract data necessary for determining a government need.</p>
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# UNIT 1 - PREPARE A

## REQUIREMENTS PACKAGE

<p>Step 2. Perform market research related to the program objectives and tasks.</p> <ul style="list-style-type: none"> <li>• New or upgraded products and services.</li> <li>• Products and services capable of being modified to meet Government needs.</li> <li>• Trends in technology, price, supply, and demand.</li> <li>• Trends in terms, conditions, and warranty practices for commercial sales.</li> <li>• Production and/or delivery lead times.</li> <li>• Problems and issues in the award and administration of previous contracts.</li> <li>• Practices of commercial firms (e.g., warranties, buyer financing, and maintenance).</li> <li>• If capable sources exist. (94-790)</li> <li>• Availability of commercial items.</li> <li>• Commercial items that could be modified to meet needs.</li> <li>• Customizing, modifying or tailoring practices.</li> <li>• Terms such as warranty, buyer financing, discounts, etc.</li> <li>• Laws and regulations unique to item.</li> <li>• Distribution and support capabilities of suppliers.</li> <li>• Identify potential on-line sources and information typically available.</li> </ul>	<p>Step 2. Comply with the requirement in FAR 7.102 to conduct market research for all acquisitions. Select the most effective market Research Techniques:</p> <ul style="list-style-type: none"> <li>• Contacting experts regarding market capabilities.</li> <li>• Reviewing the results of recent market research.</li> <li>• Publishing formal requests for information.</li> <li>• Querying databases/on-line communication.</li> <li>• Obtaining source lists from other agencies or associations.</li> <li>• Reviewing catalogs and product literature.</li> <li>• Holding presolicitation conferences. (94-790)</li> </ul> <p>Comply with the requirement at FAR 10.001(a)(3)(iii) for conducting market research to determine if sources capable of satisfying the agency's requirements exist.</p> <p>Comply with the requirement at FAR 10.001(a)(3)(I) for conducting market research to determine if commercial items or (to the extent commercial items suitable to meet the agency's needs are not available) nondevelopmental items other than commercial items are available that --</p> <ul style="list-style-type: none"> <li>• Meet the agency's requirements;</li> <li>• Could be modified to meet the agency's requirements; or</li> <li>• Could meet the agency's requirements if those requirements were modified to a reasonable extent.</li> </ul> <p>Comply with the requirement at FAR 10.001(3)(a)(ii) for conducting market research to determine the practices of firms engaged in producing, distributing, and supporting commercial items, such as terms for warranties, buyer financing, maintenance and packaging and marking.</p>
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# UNIT 1 - PREPARE A REQUIREMENTS PACKAGE

<p>Step 3. Develop the original or revised requirement.</p>	<p>Step 3. Observe the order of priority at FAR 11.101 in selecting from among existing requirement documents or submit any necessary justifications for using a lower priority requirements document.</p> <p>Ensure compliance with the Federal Standardization Manual and DOD 4120.3-M, Defense Standardization Program Policies and Procedures.</p>
<p>2. Prepare a Surveillance Plan.</p>	<p>2. The Surveillance Plan should detail how the Government plans to assure the supplies/services conform to the contract's requirements. At a minimum the Surveillance Plan:</p> <ul style="list-style-type: none"> <li>• Is used to address how the Government will monitor a contractor's performance.</li> <li>• Is in accordance with the format, forms, guidelines, quality control, and quality assurance specified in agency policy.</li> </ul> <p>4. Includes award/fee plans, as appropriate.</p>

# UNIT 1 - PREPARE A REQUIREMENTS PACKAGE

<p>3. Prepare a Government budget estimate.</p> <p>The COR should ensure that the Government budget estimate:</p> <ul style="list-style-type: none"> <li>• Describes program needs (i.e., technical objectives).</li> <li>• Identifies and sequences tasks to accomplish overall objectives for each sub-objective.</li> <li>• Identifies sub-objectives and project office for each task.</li> <li>• Identifies resources needed.</li> <li>• Estimates length of time per task.</li> <li>• Accurately reflects available data on the project.</li> <li>• Lists probable line items and the probable quantity, cost, and procurement milestones for each.</li> </ul> <p>4. Describes and is based on factual information.</p>	<p>3. The Government dollar value budget estimate should be independent, complete, and accurate. Estimate must be sufficiently presented for use in comparison with any offer or cost and pricing data received.</p>
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# UNIT 1 - PREPARE A

## REQUIREMENTS PACKAGE

<p>4. Prepare Evaluation Factors: Formulas for Price and Criteria for technical evaluations. Typical price-related factors included in a solicitation are:</p> <ul style="list-style-type: none"> <li>• Costs of <a href="#">Government-furnished property</a></li> <li>• <a href="#">Options</a></li> <li>• <a href="#">Lease vs. purchase</a></li> <li>• <a href="#">Transportation costs</a></li> <li>• <a href="#">Other costs</a></li> </ul> <p>Criteria for might include the contractor's:</p> <ul style="list-style-type: none"> <li>• Past performance.</li> <li>• Understanding of the Government's Requirement.</li> <li>• Technical approach to performing the work.</li> <li>• Experience in performing similar work.</li> <li>• Qualifications of engineering or other technical personnel.</li> <li>• Quality of the facilities to be used for performing the work.</li> <li>• Quality assurance programs and plans.</li> <li>• Management capabilities and organization for the proposed work.</li> <li>• Scheduling and delivery-related controls.</li> <li>• Subcontracting and make-or-buy plans.</li> <li>• Environmental objectives, including consideration for environmentally preferred products.</li> </ul> <p>Cost realism and other relevant factors.</p>	<p>4. Identify the best value requirements for meeting the Government's need.</p> <p>Consider all price-related factors. Identify and draft business management and technical evaluation factors; recommend and justify the relative importance of each factor. Proposed evaluation factors are valid (i.e., the factor correlates significantly with ability to perform the work of the contract). The rationale should be complete and sufficient to demonstrate the relationship between each factor and the need, as expressed in the Statement of Work. Proposed factors:</p> <ul style="list-style-type: none"> <li>-Complete: no factors are missing standards.</li> <li>-Concise: there is no ambiguity between factors and requirement.</li> <li>-Consistent with Statement of Work.</li> <li>-Supporting documentation is sufficient.</li> <li>-Past Performance subfactors should be tailored to the key performance criteria in the statement of work and should differentiate a “good” performer from a “poor” performer for the type of work that will be performed.</li> </ul> <p>Assist the Source Selection Authority (SSA) with technical aspects of formal source selection plans, such as the identification of technical evaluators.</p>
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## **UNIT 1 - PREPARE A REQUIREMENTS PACKAGE**

<p>5. Obtain all necessary concurrence and approvals to finalize work package.</p>	<p>5. Concurrence and approval must be obtained from the appropriate individuals.</p> <p>Ensure the Work Package</p> <ul style="list-style-type: none"><li>5. is current, accurate and complete.</li><li>6. contains all necessary authorizations.</li><li>7. has all funding commitments and includes justifications for any restrictive requirements.</li><li>8. includes a source list that has considered small business, 8(a) firms and other socio-economic programs.</li></ul>
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## UNIT 2- GOVERNMENT PROPERTY

### UNIT CERTIFICATION

#### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Recommends whether to provide government property for a procurement action.
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Conditions	Given a procurement request and a requirements document, market research and acquisition histories.
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Overall Standard(s)	The duty is completed successfully when the use of Government property for a proposed procurement is correctly recommended. Justifications provided fully support recommendation.
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 2- GOVERNMENT PROPERTY**

Insert documentation to support completed training

## UNIT 2 – GOVERNMENT PROPERTY

### Policies

Far Ref.	Title	Relevancy
<a href="#">35.014(a)</a>	Government property and title.	Government property and title (related to R&D acquisitions).
<a href="#">44.202-2</a>	Considerations.	Paragraph (a)(2): Contractor use of Government sources.
<a href="#">45.101</a>	Definitions.	Definitions related to Government property.
<a href="#">45.102</a>	Policy.	General policies on property.
<a href="#">45.106</a>	Government property clauses.	Information for using Property clauses.
<a href="#">45.3</a>	Providing Government Property to Contractors.	Policies and procedures for providing Government property to contractors.
<a href="#">45.301</a>	Definitions.	Definitions related to Contractor acquired Property.
<a href="#">51.1</a>	Contractor Use of Government Supply Sources.	Use of Government supply sources.
<a href="#">52.244-2</a>	Subcontracts.	Approval and notification terms and conditions for facilities and special test equipment.
<a href="#">52.245-1</a>	Property Records.	Terms and conditions for Government property.
<a href="#">52.245-2</a>	Government Property (Fixed-Price Contracts).	Terms and conditions for Government property.
<a href="#">52.245-4</a>	Government-Furnished Property (Short Form).	Terms and conditions for Government property.
<a href="#">52.245-5</a>	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	Terms and conditions for Government property.
<a href="#">52.245-7</a>	Government Property (Consolidated Facilities).	Terms and conditions for Government property.
<a href="#">52.245-10</a>	Government Property (Facilities Acquisition).	Terms and conditions for Government property.
<a href="#">52.245-</a>	Government Property (Facilities Use).	Terms and conditions for Government

## UNIT 2 – GOVERNMENT PROPERTY

<a href="#">11</a>		property.
<a href="#">52.245-19</a>	245-19: Government Property Furnished "As Is."	Terms and conditions for Government property.
<a href="#">52.251-1</a>	Government Supply Sources.	Government supply sources.

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Other Policies and References (Annotate As Necessary):

## **UNIT 2 – GOVERNMENT PROPERTY**

The COR is often the individual responsible for recommending to the CO whether to issue Government property to the contractor. Two tasks are required to be performed when making Government property recommendations to the CO.

## UNIT 2 – GOVERNMENT PROPERTY

Tasks	Standards
<p>1 - Identify Government Property for Proposed Procurements.</p> <ul style="list-style-type: none"><li>• Consider recommendations from other Government officials.</li><li>• Review acquisition histories of similar procurements.</li><li>• Review reports on existing property inventory.</li><li>• Identify if the Government Property for the proposed procurement will be:<ul style="list-style-type: none"><li>- Furnished by the Government to the contractor for use under the Government contract.</li><li>- Purchased by the Government for the contractor to use under the Government contract.</li><li>- Acquired by the contractor for use under the Government contract.</li></ul></li></ul>	<p>1. Recommendations are sufficiently documented to support whether the use of Government Property is warranted.</p> <p>Proposed existing property is reserved for the procurement.</p>

## UNIT 2 – GOVERNMENT PROPERTY

<p>Task 2 - Notify the CO of Government Property.</p> <p>Written documents to the CO which:</p> <ul style="list-style-type: none"><li>• Includes all relevant factors necessary for justifying the use Government Property as an integral part of the procurement.</li><li>• Specifies time requirements for acquiring property</li><li>• Addresses issues specific to the type of Government Property, which include:<ul style="list-style-type: none"><li>- Government Furnished Property (GFP) Issues.</li><li>- Contractor Acquired Property Issues.</li></ul></li></ul>	<p>2. Recommendations are provided in time for the CO to include the Government property requirements in the procurement.</p>
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## UNIT 3 – TECHNICAL ASSISTANCE

### UNIT CERTIFICATION

#### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Provide pre-award technical assistance.
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Conditions	Given a request made by the contracting officer and a pending procurement.
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Overall Standard(s)	Technical assistance provided is sufficient to support actions taken by the CO. Solicitation-award phase assistance is in accordance with any source selection procedures established for the procurement and actions taken did not exceed any delegated authority.
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **UNIT 3 – TECHNICAL ASSISTANCE**

Insert documentation to support completed training

## UNIT 3 – TECHNICAL ASSISTANCE

### Policies

Far Ref.	Title	Relevancy
<a href="#">3.104</a>	Procurement integrity.	Safeguarding source selection and proprietary information.
<a href="#">5.1</a>	Dissemination of information.	Publicizing Proposed Procurements. Dissemination of information.
<a href="#">5.207</a>	Preparation and transmittal of synopses.	Paragraph (c)(2)(xiv): Synopizing the intended source of a sole source procurement.
<a href="#">5.3</a>	Synopses of Contract Awards.	Synopsis of award.
<a href="#">5.401</a>	Release of Information.	Subparts 401-404: Preaward Inquiries. Release of information.
<a href="#">5.502</a>	Authority.	Publicizing Proposed Procurements. Paid advertising.
<a href="#">7.5</a>	Scope of subpart.	Inherently Governmental functions.
<a href="#">8.000</a>	Required Sources Of Supplies And Services.	Priorities for use of Government supply sources; use of other Government supply sources.
<a href="#">8.9</a>	General.	Mandatory Governmentwide Financial Management Systems Software (FMSS) program.
<a href="#">9.1</a>	Responsible Prospective Contractors .	Policies on responsibility, including the general and special standards of responsibilities.
<a href="#">9.104-2</a>	Special standards.	Special standards of responsibility.
<a href="#">9.105-3</a>	Disclosure of preaward information.	Prohibition against disclosing data on a firm's responsibility.
<a href="#">9.2</a>	Qualification requirements.	Policies and procedures regarding qualification requirements and the acquisitions that are subject to such requirements.
<a href="#">9.5</a>	Organizational and Consultant Conflicts of Interest.	Organizational conflicts of interest.

## UNIT 3 – TECHNICAL ASSISTANCE

<a href="#">9.6</a>	Contractor Team Arrangements .	Evaluating proposed contractor team arrangements.
<a href="#">11.105</a>	Purchase descriptions for service contracts.	Inherently governmental functions not to be assigned to a contractor.
<a href="#">11.203</a>	Customer satisfaction.	Providing industry with an opportunity to comment on requirements documents.
<a href="#">12.603</a>	Streamlined solicitation for commercial items.	Solicitation Preparation. Combined CBD synopsis/solicitation.
<a href="#">13.003</a>	Simplified Acquisition Procedures: Policy.	Paragraph (a) Ordering from required sources under SAT and (e) Acquiring personal services under SAT.
<a href="#">13.102</a>	Source list.	Source lists guidance.
<a href="#">13.104</a>	Promoting competition.	Competition requirements for actions under FAR Part 13 above the Micropurchase threshold (including documentation requirements).
<a href="#">13.106-2</a>	Evaluation of quotations or offers.	Competitive range determinations and maximum practicable competition in determining the extent of discussions when using simplified acquisition procedures and Paragraph (c)(3): Debriefings under SAT.
<a href="#">13.106-3</a>	Award and documentation.	Paragraph (b)(3): Documenting the file to support the award decision if other than price-related factors were considered in selecting the supplier.
<a href="#">14.202</a>	General rules for solicitation of bids.	General instructions on Invitation for Bids (IFBs) and Request for Proposals (RFPs).
<a href="#">14.204</a>	Records of invitations for bids and records of bids.	Source lists.
<a href="#">14.205</a>	Solicitation mailing lists.	Source lists.
<a href="#">14.207</a>	Pre-bid conference.	Pre-bid conferences.
<a href="#">14.211</a>	Release of acquisition information.	Paragraphs (c): Release of information prior to soliciting under Sealed Bidding procedures and (b): Release of acquisition information after solicitation

## UNIT 3 – TECHNICAL ASSISTANCE

<a href="#">14.404-1(c)</a>	Cancellation of invitations after opening.	Rejecting all offers.
<a href="#">14.404-2</a>	Rejection of individual bids.	Documenting bid rejections.
<a href="#">15.102</a>	Oral presentations.	Oral Presentations.
<a href="#">15.201</a>	Exchanges with industry before receipt of proposals.	Release of information prior to soliciting under Negotiation Procedures.
<a href="#">15.201(f)</a>	Exchanges with industry before receipt of proposals.	Restrictions on communications before receipt of proposals.
<a href="#">15.206</a>	Amending the solicitation.	Amending & canceling RFPs before closing date.
<a href="#">15.207</a>	Handling proposals and information.	Handling proposals and information. Restrictions on disclosure of the contents of proposals.
<a href="#">15.301</a>	Definitions.	Definitions of "deficiency" and "weakness".
<a href="#">15.302</a>	Source selection objective.	Source selection Objective.
<a href="#">15.303</a>	Responsibilities.	Paragraph (c): CO's responsibility to control exchanges after receipt of proposals.
<a href="#">15.303(b)</a>	Responsibilities.	Selection of personnel to review and advise on proposals.
<a href="#">15.304</a>	Evaluation factors and significant subfactors.	Evaluation factors and significant subfactors.
<a href="#">15.305</a>	Proposal evaluation.	Paragraphs (a)(1): Role of price and cost analysis in evaluating the reasonableness and realism of proposals; (a)(2): Past performance evaluation; (a)(3): Technical evaluation; (b): Rejecting all offers.
<a href="#">15.306</a>	Exchanges with offerors after receipt of proposals.	Exchanges with offerors after receipt of proposals.
<a href="#">15.307</a>	Proposal revisions.	Proposal revisions.

## UNIT 3 – TECHNICAL ASSISTANCE

<a href="#">15.308</a>	Source selection decision.	Source selection decision (including documentation requirements).
<a href="#">15.404-1</a>	Proposal analysis techniques.	Technical analysis.
<a href="#">15.406-1</a>	Prenegotiation objectives.	Paragraph (a): Fact finding as a basis for determining prenegotiation objectives.
<a href="#">15.406-3</a>	Documenting the negotiation.	Documenting the negotiation.
<a href="#">15.503</a>	Notifications to unsuccessful offerors.	Paragraph (a): Pre-award notifications to unsuccessful offerors.
<a href="#">15.505</a>	Preaward debriefing of offerors.	Preaward Debriefing of unsuccessful offerors.
<a href="#">15.506</a>	Postaward debriefing of offerors.	Postaward debriefing of offerors.
<a href="#">15.6</a>	Unsolicited Proposals	Policies and procedures concerning the submission, receipt, evaluation, and acceptance or rejection of unsolicited proposals.
<a href="#">17.106-2</a>	Solicitations.	Paragraphs (b) & (c): Evaluating multiyear offers.
<a href="#">17.206</a>	Evaluation.	Evaluating options.
<a href="#">17.5</a>	Interagency Acquisitions Under the Economy Act.	Policies and procedures for interagency acquisitions under the Economy Act.
<a href="#">22.10</a>	Service Contract Act of 1965, as Amended.	Policies and procedures implementing the provisions of the Service Contract Act.
<a href="#">23.1</a>	Pollution Control and Clean Air and Water.	No contracts with firms proposing to use facilities that are in violation of the Air or Water Acts.
<a href="#">23.5</a>	Drug-Free Workplace.	Drug free workplace requirements for eligibility.
<a href="#">24.202</a>	Freedom of Information Act: Prohibitions.	Paragraph (b): Freedom of Information Act disclosure policies before award

## UNIT 3 – TECHNICAL ASSISTANCE

<a href="#">35.007</a>	Solicitations.	Responding to concerns that have a new idea or product that incorporates the results of independent R&D work.
<a href="#">35.008(d)</a>	Evaluation for award.	R&D debriefings.
<a href="#">35.016</a>	Broad agency announcement.	Publicizing Proposed Procurements. Broad agency announcements for R&D proposals.
<a href="#">37</a>	Service Contracts.	Policy and procedures that are specific to the acquisition and management of services by contract.
<a href="#">37.6</a>	Performance-Based Contracting.	Policies and procedures for use of performance-based contracting methods.

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Other Policies and References (Annotate As Necessary):

## **UNIT 3 – TECHNICAL ASSISTANCE**

The COR is often the individual responsible for providing preaward technical assistance to the CO. There are three tasks that the COR will be required to perform to provide appropriate technical assistance

## UNIT 3 – TECHNICAL ASSISTANCE

Tasks	Standards
<p>1. Provide Presolicitation Assistance to the CO.</p> <ul style="list-style-type: none"> <li>• Develop <a href="#">specifications or the Statement of Work (SOW)</a>.</li> <li>• Ensure <a href="#">Inherently Governmental Functions (IGF)</a> are not included in the requirement.</li> <li>• Develop <a href="#">Dollar Value Budget Estimates</a>.</li> <li>• Secure necessary approvals on <a href="#">funding documents and other documents that require approvals</a>.</li> <li>• <a href="#">Suggest sources</a>.</li> <li>• Develop <a href="#">Technical evaluation criteria</a> for the solicitation.</li> <li>• Chair the <a href="#">Technical Evaluation Panel (TEP)</a>.</li> <li>• Prepare a <a href="#">Justification for Other than Full &amp; Open Competition (JOFOC)</a>, if necessary.</li> <li>• Prepare a written summary of the work statement to be used for the synopsis.</li> <li>• Provide technical analysis to clarify technical information in the contractor's proposal.</li> <li>• Provide guidance on complying with environmental programs in the procurement.</li> </ul>	<p>1. Documentation and other assistance as required by the CO and as sufficient to support actions taken for the solicitation of offers.</p>



## UNIT 3 – TECHNICAL ASSISTANCE

<p>2. Provide Solicitation Assistance to the CO.</p> <ul style="list-style-type: none"><li>• Draft answers to questions about the delivery or performance schedule.</li><li>• Participate in the pre-bid and pre-proposal conferences.</li><li>• Advise COs on amending or canceling the solicitation prior to opening bid or the closing date of the RFP.</li><li>• Prepare revised terms and justifications for the schedule, where necessary.</li></ul> <p>- Refer all calls and correspondence from potential offerors to the CO.</p>	<p>2. Solicitation assistance will be provided as requested by the CO.</p>
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## UNIT 3 – TECHNICAL ASSISTANCE

<p>3. Provide Evaluation and Award Assistance to the CO.</p> <p>Such as:</p> <ul style="list-style-type: none"><li>• Chairing or serving as a member on the TEP and/or preparing findings and recommendations on:</li><li>• Assisting in preparing and conducting reference checks and evaluating a contractor's past performance.</li><li>• Participating in fact-finding sessions.</li><li>• Assisting in preparing for negotiations.</li><li>• Participating in discussions with offerors.</li><li>• Preparing technical evaluations of Best and Final Offers (e.g., on the cost realism of proposed labor hours, skill mix, etc.).</li><li>• Applying standards of responsibility related to the agency requirement and the contractor's past performance and integrity.</li><li>• Evaluating the contractor's proposed subcontracting plans, make-or-buy programs, technical skills, equipment, and facilities.</li><li>• Reviewing unsolicited proposals and advising whether offered end items are innovative, unique, and have been independently originated and developed.</li><li>• Participating in debriefings of unsuccessful offerors.</li></ul> <p>A. Gathering facts or preparing justifications on technical issues in protests.</p>	<p>3. The actions do not exceed authority delegated by the CO.</p>
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## UNIT 4 – COR WORKPLAN

### UNIT CERTIFICATION

#### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Prepare a COR Workplan and establish and maintain appropriate record-keeping files.
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Conditions	Given a Delegation of Authority, a contract and copies of pre-award documents
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Overall Standard(s)	<p>At a minimum, a Workplan shall be developed and ensures that :</p> <ul style="list-style-type: none"><li>• All assign tasks are clearly defined.</li><li>• Assignments are workable.</li><li>• Concerns are identified .</li><li>• Milestones related to tasks are clearly flagged.</li></ul>
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 4 – COR WORKPLAN**

Insert documentation to support completed training

## **UNIT 4 – COR WORKPLAN**

### **Policies**

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Other Policies and References (Annotate As Necessary):

## **UNIT 4 – COR WORKPLAN**

Contracting Officer's Representatives (CORs) prepare a COR Workplan as well as establish and maintain appropriate record-keeping files. To ensure the completion of a successful Workplan, four tasks have been identified.

## UNIT 4 – COR WORKPLAN

Tasks	Standards
<p>1. Accept/Reject Delegated Duties in Appointment Letter.</p> <ul style="list-style-type: none"> <li>• <a href="#">Identify Scope of Responsibilities from the Letter and Relevant Documents.</a></li> <li>• <a href="#">Identify Areas that May Have Been Omitted in the Letter.</a></li> <li>• <a href="#">Identify Problem Areas with Scope of Delegations.</a></li> <li>• <a href="#">Notify CO of Acceptance or Rejection.</a></li> </ul>	<p>1. Name, role, authorities, and limits on authority are complete and accurate. No authority is included that is reserved exclusively for the CO. Delegations are within the technical capability of the appointee.</p>
<p>2. Establish Files Which Support Actions Under Contract.</p>	<p>2. Pertinent relevant documents will be placed on file as events occur. File must be complete and sufficient to support the actions taken by CO and COR. File should include a copy of all correspondence between Government, including contracting office, and the Contractor. The documentation must be sufficient to constitute a complete history of the transaction in order to:</p> <ul style="list-style-type: none"> <li>• Provide a complete background as a basis for informed decisions at each step in the acquisition process.]</li> <li>• Support actions taken.</li> <li>• Provide information for reviews and investigations.</li> <li>• Furnish essential facts in the event of litigation or congressional inquiries.</li> </ul>

## UNIT 4 – COR WORKPLAN

<p>3. Develop and Follow a COR Workplan.</p> <ul style="list-style-type: none"><li>• <a href="#">Include Administration Information.</a></li><li>• <a href="#">Consider Historical Factors.</a></li><li>• <a href="#">Determine the Technique to be Used for Monitoring the Contract.</a></li><li>• <a href="#">Determine How to Document Performance Under the Contract.</a></li><li>• <a href="#">Identify Areas Of Concern or Conflict.</a></li><li>• <a href="#">Prepare the COR Workplan.</a></li></ul>	<p>3. Workplan should clearly identify assigned tasks and milestones for completing each task. All areas of concern need to be identified. Historical factors should be considered in determining effort needed to complete tasks. Time and effort needed to monitor performance should be determined.</p> <ul style="list-style-type: none"><li>• A baseline for project management and scheduling.</li><li>• A simple way of tracking the extent of contract completion.</li><li>• An aid for any postaward orientation conference.</li></ul>
<p>4. Notify the CO of Problems.</p> <ul style="list-style-type: none"><li>• Telephone</li><li>• Letter</li><li>• Meeting</li><li>• E-mail</li></ul>	<p>4. Notify the CO early in the process, in order to resolve problem areas.</p>



# UNIT 5 – POSTAWARD ORIENTATION

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties Assist and participate in the postaward orientation.

Given a request by the Contracting Officer and a contract.

#### Conditions

#### Overall Standard(s)

- The contractor is correctly informed of all postaward rights, duties, and milestones of both parties that affect substantial performance.
- All potential issues that may affect substantial performance are identified and resolved.
- The resolution of each issue is fully documented in a Postaward report.
- The Contracting Officer is notified of any issues that were not resolved after subsequent effort.
- The contractor is advised of procedures, including rebuttal rights, for documenting performance in the agency Past Performance File.

**UNIT 5 – POSTAWARD ORIENTATION**

<div>Evaluator</div> <div><div></div><div>Name</div></div> <div><div></div><div>Title</div></div> <div><div></div><div>Date</div></div>
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## **UNIT 5 – POSTAWARD ORIENTATION**

Insert documentation to support completed training

## UNIT 5 – POSTAWARD ORIENTATION

### Policies

Far Ref.	Title	Relevancy
<a href="#">4.403(c)</a>	Responsibilities of contracting officers.	Paragraph (c): Informing contractors of security classifications and requirements.
<a href="#">22.102</a>	Federal and state labor requirements.	Federal and state labor requirements — encouraging contractors to cooperate with Federal and State agencies responsible for enforcing labor requirements and to use the U.S. Employment Service and local State employment offices.
<a href="#">22.608(a)</a>	Procedures.	Paragraph (a): Furnishing the contractor with DOL WH-1313, Notice to Employees Working on Government contracts.
<a href="#">22.805(b)</a>	Procedures.	Paragraph(b): Furnishing the contractor with the poster "Equal Opportunity is the Law"
<a href="#">22.901</a>	Policy.	Information regarding Federal policies on nondiscrimination because of age.
<a href="#">22.1018</a>	Notification to contractors and employees.	Notifying service employees of minimum wages and fringe benefits (e.g., through DOL WH-1313, Notice to Employees Working on Government contracts).
<a href="#">22.1020</a>	Seniority lists.	Seniority lists.
<a href="#">22.1304</a>	Department of Labor notices.	Department of Labor notices and reports re: special disabled and Vietnam era veterans.
<a href="#">22.1404</a>	Department of Labor notices.	Department of Labor notices re: employment of the handicapped.
<a href="#">42.5</a>	Postaward orientation.	Postaward orientation.
<a href="#">42.1401</a>	General.	Instructing contractors on carrier services and equipment.
<a href="#">52.212-4(s)</a>	Contract terms and conditions -- commercial items.	Paragraph (s): Order Of precedence -- contracts for commercial items.
<a href="#">52.214-29</a>	Order Of precedence --	Order Of precedence -- sealed bidding.

## UNIT 5 – POSTAWARD ORIENTATION

	sealed bidding.	
<a href="#">52.215-8</a>	Order Of precedence -- uniform contract format.	Order Of precedence -- uniform contract format.

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Other Policies and References (Annotate As Necessary):

## **UNIT 5 – POSTAWARD ORIENTATION**

Contracting Officer's Representatives (CORs) play a critical role in the postaward orientation. Generally, the COR is expected to perform five tasks to ensure successful orientations.

## UNIT 5 – POSTAWARD ORIENTATION

Tasks	Standards
<p>1. Develop a Discussion Paper for the CO's Preliminary Briefing.</p> <ul style="list-style-type: none"> <li>• Prioritize All Performance Issues.</li> <li>• Select the Issues at Greatest Risk to Performance.</li> <li>• Develop Solutions or Other Recommendations.</li> </ul>	<p>1. Identify performance issues that pose the greatest risk to the successful completion of the contract.</p>
<p>2. Participate in the CO's Preliminary Briefing.</p> <ul style="list-style-type: none"> <li>• Roles and Responsibilities.</li> <li>• Agency Past Performance File.</li> <li>• Performance Based Service Contracting.</li> <li>• Procedures for Task Order Contracts.</li> </ul>	<p>2. Inform the Contracting Officer (CO) of all issues that may impact substantive performance. Understand role for orientation.</p>
<p>3. Participate in the Orientation.</p> <ul style="list-style-type: none"> <li>• Providing Guidance in Areas of Expertise.</li> <li>• Responding to Questions.</li> <li>• Identifying Further Action Items.</li> </ul>	<p>3. Presentations and responses to questions are accurate and complete. Statements made do not bind the Government in any way that alters the contract.</p>

## UNIT 5 – POSTAWARD ORIENTATION

<p>4. Review a Report of the Postaward Orientation.</p> <ul style="list-style-type: none"><li>• The names and affiliations of all participants.</li><li>• The main points discussed and all agreements reached.</li><li>• Areas requiring resolution.</li><li>• Names of participants assigned responsibility for further actions.</li><li>• Completion dates for the actions.</li></ul>	<p>4. Omissions and deficiencies are identified and the CO is provided with appropriate notification.</p>
<p>5. Complete Assigned Action Items.</p>	<p>5. Copies of all correspondence, memorandums, and other material covering the action item are provided to the CO for the Contract File.</p>



# UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	<ul style="list-style-type: none"><li>• Monitor the acquisition, control, and disposition of Government Property by Government personnel and by the contractor.</li><li>• Assess contractors for any loss, damage, or destruction of property.</li></ul>
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Given a contract with Government Property requirements.

Conditions

Any damage, loss or destruction has been accurately documented, the CO has been notified and an assessment of costs has been made.

Overall  
Standard(s)

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY**

Insert documentation to support completed training

# UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY

## Policies

Far Ref	Title	Relevancy
<a href="#">28.303</a>	Insurance against loss of or damage to Government Property.	Contractor insurance for Government Property.
<a href="#">31.205-26</a>	Material costs.	Costs of Material, Special Test Equipment, and Special Tooling.
<a href="#">31.205-40</a>	Special tooling and special test equipment costs.	Costs of Material, Special Test Equipment, and Special Tooling.
<a href="#">42.302(a)(26)-(30)</a>	Contract administration functions.	Paragraph (a) subparagraphs 26-30: Contract property administration functions pertaining to administering Government Property.
<a href="#">45.101</a>	Definitions.	Definitions related to Government Property.
<a href="#">45.102</a>	Policy.	General policies on property.
<a href="#">45.103</a>	Responsibility and liability for Government Property.	Responsibility and liability for Government Property.
<a href="#">45.104</a>	Review and correction of contractors' property control systems.	Review and correction of contractor's property control system.
<a href="#">45.105</a>	Records of Government Property.	Records of Government Property.
<a href="#">45.301</a>	Definitions.	Definitions related to contractor acquired property.
<a href="#">45.4</a>	Contractor Use and Rental of Government Property.	Contractor use and rental of Government Property.
<a href="#">45.5</a>	Management of Government Property in the Possession of Contractors.	Management of Government Property in the possession of contractors.
<a href="#">45.6</a>	Reporting, Redistribution, and Disposal of Contractor Inventory.	Reporting, redistribution, and disposal of contractor inventory.
<a href="#">52.245-1</a>	Property Records.	Government Property clauses.
<a href="#">52.245-2</a>	Government Property (Fixed-Price Contracts).	Government Property clauses.

## UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY

<a href="#">52.245-4</a>	Government-Furnished Property (Short Form).	Government Property clauses.
<a href="#">52.245-5</a>	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	Government Property clauses.
<a href="#">52.245-7</a>	Government Property (Consolidated Facilities).	Government Property clauses.

## UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY

<a href="#">52.245-10</a>	Government Property (Facilities Acquisition).	Government Property clauses.
<a href="#">52.245-11</a>	Government Property (Facilities Use).	Government Property clauses.
<a href="#">52.245-17</a>	Special Tooling.	Government Property clauses.
<a href="#">52.245-18</a>	Special Test Equipment.	Government Property clauses.
<a href="#">52.247-29</a>	F.o.b. Origin.	FOB point for delivery of Government Furnished Property.

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Other Policies and References (Annotate As Necessary):

## **UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY**

The COR is often the individual responsible for assisting the CO with monitoring Government Property under a contract. There are three tasks that the COR will be required to perform to ensure that Government Property is properly transferred, used, and disposed of.

## **UNIT 6 – ADMINISTERING GOVERNMENT PROPERTY**

<b>Tasks</b>	<b>Standards</b>
1. Supervise Initial Transfer of Government Property.	1. Administration of Government Property starts at the beginning of the contract and ends when the Government contract expires.
2. Monitor Contractor's Use of Government Property.	2. Closely monitor the use of Government Property in the contractor's possession, regardless of value. Ensure it is used to the maximum extent practical in performing Government contracts.
3. Monitor Disposition of Government Property.	3. Government Property should be properly disposed of after the Government contract expires.

# UNIT 7 – MONITORING CONTRACTOR PERFORMANCE

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

- |        |  |
|--------|--|
| Duties | <ul style="list-style-type: none"><li>• Perform monitoring actions as authorized by the Contracting Officer (CO).</li><li>• Document contractor performance.</li></ul> |
|--------|--|

Given a contract and contract file.

### Conditions

Successful monitoring occurs when:

- |                        |  |
|------------------------|--|
| Overall<br>Standard(s) | <ul style="list-style-type: none"><li>• All potential problems on performance and delivery requirements are reported to the CO.</li><li>• Any noncompliance with other terms and conditions of the contract are identified and reported to the CO.</li><li>• Sufficient documentation of a contractor's performance exists to support payments under the contract.</li><li>• Technical analysis is sufficient to support COs negotiations and final decision issued.</li></ul> |
|------------------------|--|



# **UNIT 7 – MONITORING CONTRACTOR PERFORMANCE**

**Evaluator**

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Name

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Title

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Date

# **UNIT 7 – MONITORING CONTRACTOR PERFORMANCE**

Insert documentation to support completed training

# UNIT 7 – MONITORING CONTRACTOR PERFORMANCE

## *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">1.602-3</a>	Ratification of unauthorized commitments.	Ratification of unauthorized commitments.
<a href="#">3.9</a>	Whistleblower Protections for Contractor Employees.	Whistleblower Protections for Contractor Employees.
<a href="#">4.7</a>	Contractor Records Retention.	Contractor records.
<a href="#">8.405-3</a>	Inspection and acceptance.	Inspection of items acquired through the Federal Supply Schedule program.
<a href="#">8.605(c)</a>	Clearances.	Disputes regarding price, quality, character, or suitability of supplies produced by FPI, Inc.
<a href="#">8.705-4</a>	Compliance with orders.	Inspection and acceptance of items ordered from JWOD participating, nonprofit agencies; resolving problems with the orders.
<a href="#">9.307</a>	Government administration procedures.	First article testing.
<a href="#">12.208</a>	Contract quality assurance.	Contract quality assurance and acceptance (contracts for commercial items).
<a href="#">12.402</a>	Acceptance.	Contract quality assurance and acceptance (contracts for commercial items).
<a href="#">13.101(a)</a>	Procedures General.	Paragraph (a) (4): Providing for the inspection of supplies or services as prescribed in 46.404.
<a href="#">32.702</a>	Policy on Contract Funding.	Anti-deficiency.
<a href="#">32.704</a>	Limitation of costs or funds.	Limitation of costs.
<a href="#">42.4</a>	Contract correspondence.	Correspondence and visits with the contractor.
<a href="#">42.11</a>	Production Surveillance and Reporting.	Production surveillance and reporting.
<a href="#">42.16</a>	Small Business Contract Administration.	Small business contract administration.
<a href="#">43.104</a>	Notification of contract changes.	Notice of constructive changes.
<a href="#">46.401</a>	Government Contract Quality Assurance.	Government contract quality assurance.
<a href="#">52.211-5</a>	Material Requirements.	Responding to contractor requests to substitute used or surplus materials for new materials.
<a href="#">52.232-20</a>	Limitation of cost.	Total cost applying to contract.
<a href="#">52.232-22</a>	Limitation of funds	Total amount of funds applicable to contract.

## UNIT 7 – MONITORING CONTRACTOR PERFORMANCE

	(incrementally funded cost reimbursements contracts).	
<a href="#">52.242-2</a>	Production Progress Reports.	Production progress reports.
<a href="#">52.242-12</a>	Report of Shipment (REPSHIP).	Reports of shipments.
<a href="#">52.247-63</a>	Preference for U.S.-Flag Air Carriers.	Preferences for U.S. Flag Air Carriers and commercial vessels.
<a href="#">52.247-64</a>	Preference for Privately Owned U.S.-Flag Commercial Vessels.	Preferences for U.S. Flag Air Carriers and commercial vessels.

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Other Policies and References (Annotate As Necessary):

## **UNIT 7 – MONITORING CONTRACTOR PERFORMANCE**

Contracting Officer's Representatives (CORs) must know how to monitor contract performance. Part of the monitoring actions involve documenting a contractor's performance and preparing a technical analysis. To ensure monitoring success, three tasks have been identified

## **UNIT 7 – MONITORING CONTRACTOR PERFORMANCE**

<b>Tasks</b>	<b>Standards</b>
1. Respond to Requests From Contractors.	1. Responses to requests are complete, comply with contract requirements, and are provided on time. All requests outside the scope of delegated authority are forwarded to the CO.
2. Monitor Contractor Performance.	2. Monitoring, data collection, and performance measurements are conducted in accordance with the methods specified in contractual obligations.
3. Resolve Constructive Changes.	3. A technical analysis is prepared for all constructive changes and is sufficient to support the Contracting Officer's final decision.

# UNIT 8 – INSPECTION AND ACCEPTANCE

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Inspect contractor deliverables/performance and inform the CO when rejecting or accepting nonconformance.
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Conditions	Given a contractor deliverable or a performance, the contract and contract file.
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Overall Standard(s)	Inspections are timely and conducted in accordance with contract requirements and: <ul style="list-style-type: none"><li>• Determine if supplies or services tendered by contractors meet contract requirements.</li><li>• Nonconforming supplies or services are rejected or otherwise resolved.</li></ul>
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 8 – INSPECTION AND ACCEPTANCE**

Insert documentation to support completed training



## UNIT 8 – INSPECTION AND ACCEPTANCE

### *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">8.405-3</a>	Inspection and acceptance.	Inspection of items acquired through the Federal Supply Schedule program.
<a href="#">8.705-4</a>	Compliance with orders.	Inspection and acceptance of items ordered from JWOD participating, nonprofit agencies; resolving problems with the orders.
<a href="#">9.307</a>	Government administration procedures.	First article testing.
<a href="#">12.208</a>	Contract quality assurance.	Contract quality assurance and acceptance (contracts for commercial items).
<a href="#">12.402</a>	Acceptance.	Contract quality assurance and acceptance (contracts for commercial items).
<a href="#">46.1</a>	Subpart 46.1—General.	General policies and responsibilities for inspection and acceptance.
<a href="#">46.401</a>	Government Contract Quality Assurance.	Government contract quality assurance.
<a href="#">46.5</a>	Acceptance.	Acceptance.
<a href="#">46.6</a>	Material Inspection and Receiving Reports.	Material Inspection and Receiving Reports.
<a href="#">52.209-3</a>	First Article Approval--Contractor Testing.	First article testing.
<a href="#">52.209-4</a>	First Article Approval--Government Testing.	First article testing.
<a href="#">52.211-8</a>	Time of Delivery.	Delivery times.
<a href="#">52.211-9</a>	Desired and Required Time of Delivery.	Delivery times.
<a href="#">52.211-16</a>	Variation in Quantity.	Variation in quantity.
<a href="#">52.211-17</a>	Delivery of Excess Quantities.	Variation in quantity.
<a href="#">52.211-18</a>	Variation in Estimated Quantity.	Variation in quantity.
<a href="#">52.212-4(a)&amp;(n)</a>	Contract Terms and Conditions--Commercial Items.	Paragraph (a) and (n): Inspection and acceptance terms of contracts for commercial items.
<a href="#">52.212-4(r)</a>	Contract Terms and	Paragraph (r): Whistleblower protections re: commercial

## UNI. GS1 INSPECTION AND ACCEPTANCE

	Conditions--Commercial Items.	contracts.
<a href="#">52.246-1</a>	Contractor Inspection Requirements.	Inspection and acceptance clauses.
<a href="#">52.246-2</a>	Inspection of Supplies--Fixed-Price.	Inspection and acceptance clauses.

## UNIT 8 – INSPECTION AND ACCEPTANCE

<a href="#"><u>52.246-3</u></a>	Inspection of Supplies-- Cost-Reimbursement.	Inspection and acceptance clauses.
<a href="#"><u>52.246-4</u></a>	Inspection of Services-- Fixed-Price.	Inspection and acceptance clauses.
<a href="#"><u>52.246-5</u></a>	Inspection of Services-- Cost-Reimbursement.	Inspection and acceptance clauses.
<a href="#"><u>52.246-6</u></a>	Inspection--Time-and- Material and Labor-Hour.	Inspection and acceptance clauses.
<a href="#"><u>52.246-7</u></a>	Inspection of Research and Development-- Fixed Price.	Inspection and acceptance clauses.
<a href="#"><u>52.246-8</u></a>	Inspection of Research and Development-- Cost Reimbursement.	Inspection and acceptance clauses.
<a href="#"><u>52.246-9</u></a>	Inspection of Research and Development (Short Form).	Inspection and acceptance clauses.
<a href="#"><u>52.246-11</u></a>	Higher-Level Contract Quality Requirement (Government Specification).	Inspection and acceptance clauses.
<a href="#"><u>52.246-15</u></a>	Certificate of Conformance.	Certificates of conformance.
<a href="#"><u>52.246-16</u></a>	Responsibility for Supplies.	Responsibility for supplies.
<a href="#"><u>52.247-29</u></a>	F.o.b. Origin.	Delivery terms.
<a href="#"><u>52.247-30</u></a>	F.o.b. Origin, Contractor's Facility.	Delivery terms.
<a href="#"><u>52.247-31</u></a>	F.o.b. Origin, Freight Allowed.	Delivery terms.
<a href="#"><u>52.247-32</u></a>	F.o.b. Origin, Freight Prepaid.	Delivery terms.
<a href="#"><u>52.247-33</u></a>	F.o.b. Origin, with Differentials.	Delivery terms.
<a href="#"><u>52.247-34</u></a>	F.o.b. Destination.	Delivery terms.
<a href="#"><u>52.247-35</u></a>	F.o.b. Destination, within	Delivery terms.

## UNIT 8 – INSPECTION AND ACCEPTANCE

	Consignee's Premises.	
<a href="#">52.247-36</a>	F.a.s. Vessel, Port of Shipment.	Delivery terms.
<a href="#">52.247-37</a>	F.o.b. Vessel, Port of Shipment.	Delivery terms.

## UNIT 8 – INSPECTION AND ACCEPTANCE

<a href="#">52.247-38</a>	F.o.b. Inland Carrier, Point of Exportation.	Delivery terms.
<a href="#">52.247-39</a>	F.o.b. Inland Point, Country of Importation.	Delivery terms.
<a href="#">52.247-40</a>	Ex Dock, Pier, or Warehouse, Port of Importation.	Delivery terms.
<a href="#">52.247-41</a>	C. & F. Destination.	Delivery terms.
<a href="#">52.247-42</a>	C.i.f. Destination.	Delivery terms.
<a href="#">52.247-43</a>	F.o.b. Designated Air Carrier's Terminal, Point of Exportation.	Delivery terms.
<a href="#">52.247-44</a>	F.o.b. Designated Air Carrier's Terminal, Point of Importation.	Delivery terms.
<a href="#">52.247-48</a>	F.o.b. Destination--Evidence of Shipment.	Delivery terms.
<a href="#">52.247-58</a>	Loading, Blocking, and Bracing of Freight Car Shipments.	Delivery terms.
<a href="#">52.247-59</a>	F.o.b. Origin--Carload and Truckload Shipments.	Delivery terms.
<a href="#">52.247-61</a>	F.o.b. Origin--Minimum Size of Shipments.	Delivery terms.
<a href="#">52.247-62</a>	Specific Quantities Unknown.	Delivery terms.

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Other Policies and References (Annotate As Necessary):

## **UNIT 8 – INSPECTION AND ACCEPTANCE**

The COR is often the individual responsible for performing inspections and recommending product acceptance or rejection to the CO. There are four tasks that the COR will be required to perform to ensure that acceptance/rejection of nonconformances is processed accurately.

## UNIT 8 – INSPECTION AND ACCEPTANCE

Tasks	Standards
1. Inspect Products or Services.	1. Inspections and acceptances are based on compliance with contractual terms and conditions. Inspections are conducted in order to identify nonconformances.
2. Recommend Acceptance <ul style="list-style-type: none"> <li>• Nonconformance.</li> <li>• Time of Acceptance.</li> <li>• Point of Acceptance.</li> <li>• Transfer of Ownership.</li> <li>• Evidence of Final Inspection or Acceptance.</li> <li>• Finality of Acceptance.</li> </ul>	2. Acceptance takes place when deliverables conform to contract requirements. A recommendation to accept a nonconformance may occur when it does not adversely affect the safety, health, reliability, durability, performance, interchangeability of parts or assemblies, weight, or appearance (where a consideration or any other basic objective of the specification).
3. Recommend Rejection.	3. Notification to reject should include sufficient data to support a written rejection notice of nonconforming supplies or services.
4. Assist the CO in Evaluating the Contractor's Reply to Rejection Notification. <ul style="list-style-type: none"> <li>• Providing advise concerning safety and performance.</li> <li>• Evaluating if acceptance of the supplies or services would be in the Government's best interest after repair, correction, or price adjustment are made.</li> <li>• Providing supporting rationale for rejecting or accepting the contractor's proposal.</li> <li>• Attending any negotiations to respond to contractor's positions.</li> </ul>	4. Advise CO on acceptability of non-monetary consideration, acceptance of nonconforming supplies, or impact of contractor's refusal to repair the work.

## UNIT 9 – PAST PERFORMANCE

### UNIT CERTIFICATION

#### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Document a contractor's performance in the agency's Past Performance file.
Conditions	Given a contract, an agency past performance file, past performance evaluation criteria and a contractor's performance.
Overall Standard(s)	Past performance documentation will fairly characterize the contractor's actual performance. Past performance information is complete and sufficient for application in pre-award source selections.

#### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **UNIT 9 – PAST PERFORMANCE**

Insert documentation to support completed training

## UNIT 9 – PAST PERFORMANCE

### Policies

Far Ref.	Title	Relevancy
<a href="#">9.403</a>	Definitions.	Definition of "unfair trade practice."
<a href="#">9.406-2(b)</a>	Causes for debarment.	Paragraph (b): Debarment based on malperformance under a contract.
<a href="#">42.15</a>	Contractor performance information.	Contractor performance information.

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Other Policies and References (Annotate As Necessary):

[OFPP Best Practices Guide for Past Performance](#)

## **UNIT 9 – PAST PERFORMANCE**

As the official delegated by the Contracting Officer (CO), the Contracting Officer Representative (COR) may be required to document a contractor's performance in the agency's Past Performance File. There are three tasks a COR must perform when documenting a contractor's performance in the Past Performance File.

## UNIT 9 – PAST PERFORMANCE

Tasks	Standards
1. Document Performance Information. 2. Formal Evaluations. 3. Documentation. 4. Ratings.	1. Correctly identify, classify, and record past performance information as specified in agency policies.
2. Notify Interested Parties.	2. Provide adequate documentation to support other authorized officials.
3. Maintain Evaluations.	3. Retain past performance information as required by the FAR and agency policies

# UNIT 10 – CONTRACT MODIFICATIONS

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

#### Duties

- Review and recommend contract modification requests.
9. Prepare a technical evaluation to support a determination that the change is not outside the scope of the contract.

Given the contract and a request to modify the contract.

#### Conditions

#### Overall

#### Standard(s)

- A technical evaluation addressing quality, quantity, price, and other factors impacting contract performance.
5. Any other necessary documentation supporting the actions taken by the CO to resolve the modification request.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 10 – CONTRACT MODIFICATIONS**

Insert documentation to support completed training

# UNIT 10 – CONTRACT MODIFICATIONS

## *Policies*

Far Ref.	Title	Relevancy
<a href="#">4.902</a>	General.	Reporting contract information from the IRS.
<a href="#">32.702</a>	Contract funding: policy.	Anti-deficiency Act.
<a href="#">43</a>	Contract modifications.	Contract modifications.
<a href="#">48</a>	Value engineering.	Value engineering.
<a href="#">52.212-4(c)</a>	Contract terms and conditions - commercial items.	Paragraph (c): modifying contracts for commercial items.
<a href="#">52.243-1</a>	Changes: fixed price.	Changes clauses.
<a href="#">52.243-2</a>	Changes: cost reimbursement.	Changes clauses.
<a href="#">52.243-3</a>	Changes: time and materials or labor hours.	Changes clauses.
<a href="#">52.243-6</a>	Change order accounting.	Change order accounting.
<a href="#">52.243-7</a>	Notification of changes.	Notification of changes.

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Other Policies and References (Annotate As Necessary):

## **UNIT 10 – CONTRACT MODIFICATIONS**

The Contracting Officer Representative (COR) plays a key role in the modification process. To ensure that all pertinent information is submitted with the request to modify the contract, three tasks have been identified.



# UNIT 10 – CONTRACT MODIFICATIONS

Tasks	Standards
<p>1. Identify the Need to Change the Contract.</p> <p>Some of the circumstances that can prompt a change to the contract include:</p> <ul style="list-style-type: none"> <li>• Change in agency need.</li> <li>• Inadequate specifications that result in inadequate deliverables.</li> <li>• A need to increase or decrease funds.</li> <li>• A need for extensions to provide additional time.</li> <li>• Suspension of work.</li> <li>• Requiring revisions to the original terms and conditions in the contract.</li> <li>• A change in performance requirements.</li> <li>• Development of contingencies that need resolution.</li> </ul>	<p>1. Identify any circumstance impacting performance to make appropriate changes under the contract.</p>
<p>2. Prepare the Technical Analysis.</p>	<p>2. The technical evaluation should indicate:</p> <ul style="list-style-type: none"> <li>• Reason for the change.</li> <li>• If the proposed change was within the scope of the contract.</li> <li>• If the proposed change was not already covered by the technical requirements of the contract.</li> </ul> <p>3. Impact of the proposed change on price, delivery, and performance.</p>

## UNIT 10 – CONTRACT MODIFICATIONS

<p>3. Assist the CO in Negotiations to include</p> <ul style="list-style-type: none"><li>• researching information,</li><li>• preparing the pre-negotiation position,</li><li>• developing negotiation strategies, and</li><li>- conducting the negotiation for changing the contract.</li></ul>	<p>3. Assist the CO with the technical aspects of contract modification negotiations.</p> <p>Provide response to contractor only when authorized by the CO.</p>
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# UNIT 11 – OPTIONS

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	<ul style="list-style-type: none"><li>• Recommend, in writing, to the CO whether an option should be exercised under the contract.</li><li>- Submit market research data to the CO to support the recommendation to exercise the option.</li></ul>
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Conditions	Given a contract awarded with options and an options clause.
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Overall Standard(s)	<ul style="list-style-type: none"><li>• The option is exercised within the time frame established in the contract.</li><li>• Relevant market research data is submitted to support the recommendation to exercise the option.</li><li>- The option represents the most advantageous offer available from the commercial market.</li></ul>
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# UNIT 11 – OPTIONS

Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 11 – OPTIONS**

Insert documentation to support completed training

# UNIT 11 – OPTIONS

## Policies

Far Ref.	Title	Relevancy
<a href="#">6.001(c)</a>	Applicability.	Paragraph (c): Part 6 Competition requirements are not applicable to the exercise of priced options that were evaluated as part of the initial competition.
<a href="#">9.405-1(c)</a>	Continuation of current contracts.	No extension of a contract's duration with suspended or debarred contractors.
<a href="#">17.2</a>	Options.	Options.
<a href="#">17.207</a>	Exercise of options.	Exercise of options.
<a href="#">52.217-6</a>	Option for increased quantity.	Option clauses.
<a href="#">52.217-7</a>	Option for increased quantity - separately priced line item.	Option clauses.
<a href="#">52.217-8</a>	Option to extend services.	Option clauses.
<a href="#">52.217-9</a>	Option to extend the term of the contract.	Option clauses.

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Other Policies and References (Annotate As Necessary):

## **UNIT 11 – OPTIONS**

The Contracting Officer Representative (COR) is often the individual responsible for advising the CO of the need to exercise options under the contract. There are four tasks that the COR will be required to perform to ensure the option is processed accurately.

## UNIT 11 – OPTIONS

Tasks	Standards
1. Identify Available Options.	1. The option(s) should be exercised: <ul style="list-style-type: none"> <li>• Prior to the date(s) for exercising them; and</li> <li>• In accordance with the terms and conditions of the contract.</li> </ul>
2. Determine the Need for Additional Supplies, Services, or Time. The determination should include information such as: <ul style="list-style-type: none"> <li>• Government requirements supporting the need to exercise the option.</li> <li>• Advantages of exercising the option.</li> <li>• The technical impact and the value of the option.</li> <li>• Funding availability for the option.</li> </ul>	2. The option will be considered if: <ul style="list-style-type: none"> <li>• There is an existing need for the Government's requirement or additional time.</li> <li>- There are funds available to exercise the option.</li> </ul>



## UNIT 11 – OPTIONS

<p>3. Research the Market Place for the latest pricing information.</p> <p>The following factors need to be taken into consideration:</p> <ul style="list-style-type: none"> <li>• any economic price adjustment clause that affects the option price;</li> <li>• the need for continuity of operations; and</li> <li>• potential cost of disrupting operations.</li> </ul>	<p>3. Market research information should:</p> <ul style="list-style-type: none"> <li>• Be relevant to the requirement.</li> </ul> <p><b>B.</b> Indicate the latest pricing and industry trends.</p>
<p>4. Document the File and Provide Written Data to the CO.</p> <p>The COR's written documentation should include:</p> <ul style="list-style-type: none"> <li>• A rationale for exercising the option.</li> <li>• The option period as stated in the contract.</li> <li>• The technical evaluation that indicates the option meets the Government's requirement.</li> <li>• A funding document or form that certifies that the funds are available to exercise the option.</li> </ul>	<p>4. Documentation will:</p> <ul style="list-style-type: none"> <li>• indicate if the option should be exercised; and</li> <li>• Support the decision to exercise the option.</li> </ul>

# UNIT 12 - DELAYS

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Notify the CO about a delay in the delivery or performance schedule under the contract.
Conditions	Given the contract and evidence of performance delays.
Overall Standard(s)	Correctly identify delays in contract delivery or performance schedule. The technical analysis should be sufficient to support the action taken by the CO to remedy the delay.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 12 - DELAYS**

Insert documentation to support completed training

# UNIT 12 - DELAYS

## Policies

Far Ref.	Title	Relevancy
<a href="#">12.403(c)</a>	Termination.	Paragraph (c): Requirement that contractors notify the Government of excusable delays
<a href="#">22.101-2(b)</a>	Contract pricing and administration.	Paragraph (b): When a work stoppage can be considered an excusable delay.
<a href="#">33.213</a>	Obligation to continue performance.	Obligation to continue performance - even when the contractor has filed a claim.
<a href="#">42.1304</a>	Government delay of work.	Government delay of work.
<a href="#">49.401(b)</a>	General.	No termination for default if the delay was excusable.
<a href="#">52.212-4(f)</a>	Contract terms and conditions -- commercial items.	Paragraph (f): Excusable delay (commercial contracts).
<a href="#">52.213-4(e)</a>	Terms and conditions -- simplified acquisitions (other than commercial items).	Paragraph (e): Excusable delay (simplified acquisitions – other than commercial items).
<a href="#">52.242-17</a>	Government delay of work.	Government delay of work contract clause.
<a href="#">52.249-8</a>	Default (fixed-price supply and service).	Paragraphs (c) and (d): Default clause (includes language on excusable delays).
<a href="#">52.249-14</a>	Excusable delays.	Excusable delays (under cost reimbursement contracts).

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Other Policies and References (Annotate As Necessary):

## **UNIT 12 - DELAYS**

The COR is often the individual responsible for advising the CO of the delay. There are three tasks that the COR will be required to perform in assisting the CO with a delay under the contract

## UNIT 12 - DELAYS

### Tasks

### Standards

<p>1. Identify and Verify a Delay in Performance Under the Contract.</p> <ul style="list-style-type: none"><li>• Contractor fails to perform in accordance with the delivery or performance schedule in the contract.</li><li>• Government caused the contractor to stop performing.</li><li>• Obtaining feedback from Government individuals responsible for monitoring the performance and/or delivery schedule.</li><li>• Reviewing the notice and supporting documents from the contractor regarding the delay.</li><li>• Reviewing the contractor claim regarding the delay.</li></ul>	<p>1. Correctly identify all delays impacting the delivery or performance schedule.</p>
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## UNIT 12 - DELAYS

<p>2. Notify the CO of the Technical Impact of the Delay.</p> <ul style="list-style-type: none"> <li>• List of persons with factual knowledge of the delay. <ul style="list-style-type: none"> <li>• Description of the delay.</li> <li>• History of performance, indicating: <ul style="list-style-type: none"> <li>• When work under the contract began,</li> <li>• When work deviated from the performance, and</li> <li>• When the work stopped.</li> </ul> </li> </ul> </li> <li>• Information that would support whether the delay was excusable.</li> <li>• Contractor's progress to date and the remaining obligations.</li> <li>• Estimate of a reasonable period of additional time to perform.</li> <li>• Potential alternatives and resolution. Pros and cons of each such alternative (price, quantity, and quality).</li> </ul>	<p>2. Technical analysis should be sufficient to determine whether the delay was excusable. Notification must be timely to support the action taken by the CO to remedy the delay.</p>
<p>3. Assist the CO in Evaluating Contractor's Response.</p> <ul style="list-style-type: none"> <li>• Substantiate the evidence of the delay.</li> <li>• Substantiate the costs associated with the delay.</li> <li>• Demonstrate that the delay was unreasonable.</li> <li>• Demonstrate that the delay was void of any <a href="#">concurrent or commingled delays</a>.</li> </ul>	<p>3. Recoverable damages and costs incurred by the contractor are substantiated.</p>

# UNIT 13 – STOP WORK

## UNIT CERTIFICATION

Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties                      Assist the Contracting Officer in administering Stop Work Orders.

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Conditions                Given the relevant documents (the contract, data on the contractor's actual cost experience to date, etc.) and evidence of a need to stop work.

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- Overall  
Standard(s)
- Correctly identify and determine the necessity of a Stop Work Order.
  - Administers a Stop Work Order to avoid unnecessary costs.
  - Minimizes Government risk.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **UNIT 13 – STOP WORK**

Insert documentation to support completed training

## UNIT 13 – STOP WORK

### *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">42.1303</a>	Stop-work orders.	Stop-work orders.
<a href="#">52.242-15</a>	Stop-work order.	Stop-work order contract clause.

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Other Policies and References (Annotate As Necessary):

## **UNIT 13 – STOP WORK**

The COR is often the individual responsible for advising the CO of the need to issue a Stop Work Order. There are three tasks that the COR will be required to perform to ensure the work stoppage is processed accurately.

# UNIT 13 – STOP WORK

Tasks	Standards
<p>1. Identify Potential Conditions to Stop Work.</p> <p>Government Circumstances:</p> <ul style="list-style-type: none"> <li>• When unable to furnish property or services per the contract schedule.</li> <li>• When a request for a change to the contract has been received and a modification cannot be issued.</li> <li>• When time is necessary for the consideration of contract modifications that would substantially change the end product</li> </ul> <p>Contractor Circumstances</p> <ul style="list-style-type: none"> <li>• When a proposal has been submitted to materially change the technical requirement of the contract (i.e., value engineering change)</li> <li>• When conditions at a Government work site make the performance of work unsafe and are not immediately correctable</li> </ul>	<p>1. Correctly recognize conditions under which a Stop Work Order might occur.</p>
<p>2. Recommend a Work Stoppage to the CO.</p>	<p>2. Recommend the most cost effective or practical solution to the problem, in terms of the program requirement.</p>
<p>3. Issue (or assist the CO in issuing) a Stop Work Order.</p>	<p>3. Process a Stop Work Order only when authorized by the CO. Assist in any discussions with the contractor and recommend when work can be resumed.</p>

# UNIT 13 – STOP WORK

## UNIT CERTIFICATION

Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties                      Assist the Contracting Officer in administering Stop Work Orders.

---

Conditions	Given the relevant documents (the contract, data on the contractor's actual cost experience to date, etc.) and evidence of a need to stop work.
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- |                        |   |
|------------------------|---|
| Overall<br>Standard(s) | <ul style="list-style-type: none"><li>• Correctly identify and determine the necessity of a Stop Work Order.</li><li>• Administers a Stop Work Order to avoid unnecessary costs.</li><li>• Minimizes Government risk.</li></ul> |
|------------------------|---|

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 13 – STOP WORK**

Insert documentation to support completed training

## UNIT 13 – STOP WORK

### *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">42.1303</a>	Stop-work orders.	Stop-work orders.
<a href="#">52.242-15</a>	Stop-work order.	Stop-work order contract clause.

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Other Policies and References (Annotate As Necessary):

## **UNIT 13 – STOP WORK**

The COR is often the individual responsible for advising the CO of the need to issue a Stop Work Order. There are three tasks that the COR will be required to perform to ensure the work stoppage is processed accurately.



# UNIT 13 – STOP WORK

Tasks	Standards
<p>1. Identify Potential Conditions to Stop Work.</p> <p>Government Circumstances:</p> <ul style="list-style-type: none"> <li>• When unable to furnish property or services per the contract schedule.</li> <li>• When a request for a change to the contract has been received and a modification cannot be issued.</li> <li>• When time is necessary for the consideration of contract modifications that would substantially change the end product</li> </ul> <p>Contractor Circumstances</p> <ul style="list-style-type: none"> <li>• When a proposal has been submitted to materially change the technical requirement of the contract (i.e., value engineering change)</li> <li>• When conditions at a Government work site make the performance of work unsafe and are not immediately correctable</li> </ul>	<p>1. Correctly recognize conditions under which a Stop Work Order might occur.</p>
<p>2. Recommend a Work Stoppage to the CO.</p>	<p>2. Recommend the most cost effective or practical solution to the problem, in terms of the program requirement.</p>
<p>3. Issue (or assist the CO in issuing) a Stop Work Order.</p>	<p>3. Process a Stop Work Order only when authorized by the CO. Assist in any discussions with the contractor and recommend when work can be resumed.</p>

# UNIT 14 - CLAIMS

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Assist the CO in analyzing a claim, recommend settlement position, and participate in the resolution process.
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Given a contractor's claim, a contract and contract file.

#### Conditions

Overall Standard(s)	<ul style="list-style-type: none"><li>• The validity of the claim is correctly determined.</li><li>• A proper and complete report is prepared and fully supports the CO's determination.</li><li>• The Government's interests are protected while treating the contractor fairly and equitably within the terms of the contract.</li></ul>
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 14 - CLAIMS**

Insert documentation to support completed training

# UNIT 14 - CLAIMS

## *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">8.405-7</a>	Disputes.	Disputes under a Federal Supply Schedule.
<a href="#">8.605(c)</a>	Clearances.	Disputes regarding price, quality, character, or suitability of supplies produced by FPI, Inc.
<a href="#">22.1026</a>	Disputes concerning labor standards.	Disputes regarding labor standards requirements of the contract.
<a href="#">33.2</a>	Disputes and appeals.	Disputes and appeals.
<a href="#">43.104</a>	Notification of contract changes.	Notification of contract changes by the contractor.
<a href="#">52.212-4(d)</a>	Contract terms and conditions - commercial items.	Paragraph (d): Applicability of Disputes Act to contracts for commercial items.
<a href="#">52.233-1</a>	Disputes.	Disputes.
<a href="#">52.243-7</a>	Notification of changes.	Notification of changes.

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Other Policies and References (Annotate As Necessary):

## **UNIT 14 - CLAIMS**

The COR is often the individual responsible for analyzing the claim and recommending the settlement position to the CO. There are three tasks that the COR will be required to perform to complete this duty.

# UNIT 14 ñ CLAIMS

Tasks	Standards
<p>1. Notify the CO of Potential Disputes.</p> <ul style="list-style-type: none"> <li>• Complex projects may form troublesome interrelationships.</li> <li>• Lengthy contract documents and numbers of revisions can create misinterpretations.</li> <li>• Unforeseen conditions may cause disagreements between contractor and Government, for example changing weather conditions may disrupt delivery schedules.</li> <li>• Well-intended actions can create out of scope changes.</li> </ul> <p>. These disagreements might involve:</p> <ul style="list-style-type: none"> <li>• Payment of invoices.</li> <li>• Settlement of contract claims.</li> <li>• Reinstatement of a previously terminated contract.</li> <li>• Termination of a breached contract for default.</li> <li>• Acceptance or rejection of nonconforming items.</li> </ul>	<p>1. CO is notified of all disputes that have the potential of becoming a claim.</p>
<p>2. Assist the CO in Resolving Disputes.</p> <ul style="list-style-type: none"> <li>• Prepare supporting documentation.</li> <li>• Participate in ADR procedures.</li> </ul>	<p>2. Documentation will support resolution of the dispute. Participation in ADR will support Government's position.</p>
<p>3. Assist the CO in Processing Formal Claims.</p>	<p>3. Participation will fully support the COs actions and final decisions.</p>

# UNIT 15 - REMEDIES

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

#### Duties

- Provide sufficient evidence of a breach and suggestion for an appropriate contract remedy, and
- Assist in evaluating contractor response.

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Given a contract and evidence of a breach of contract.

#### Conditions

#### Overall

#### Standard(s)

- Provide remedy notification that is adequate, timely, and will support the CO's final decision.
- Suggest the remedy that will best minimize the impact of the contractor's performance problems on the requirement, delivery schedule, and cost.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 15 - REMEDIES**

Insert documentation to support completed training



# UNIT 15 - REMEDIES

## *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">8.405-4</a>	Delinquent performance.	Remedies for problems with Federal Supply Schedule contractors.
<a href="#">11.5</a>	Liquidated Damages.	Liquidated damages policies and procedures for the use of liquidated damages clauses.
<a href="#">11.7</a>	Variation in Quantity.	Variations in quantity—resolution of.
<a href="#">12.208</a>	Contract quality assurance.	Reliance on contractors' existing quality assurance systems for commercial items.
<a href="#">12.213</a>	Other commercial practices.	Incorporating other remedies that are considered customary commercial practice.
<a href="#">12.302</a>	Tailoring of provisions and clauses for the acquisition of commercial items.	Incorporating other remedies that are considered customary commercial practice.
<a href="#">12.402</a>	Acceptance.	Refuse acceptance of nonconforming items.
<a href="#">12.403</a>	Termination.	Commercial items: Termination for cause.
<a href="#">12.404</a>	Warranties.	Commercial Item Warranties.
<a href="#">12.503</a>	Applicability of certain laws to Executive agency contracts for the acquisition of commercial items.	Inapplicable laws (i.e., inapplicable remedies).
<a href="#">22.1022</a>	Withholding of contract payments.	Failure to comply with the Service Contract Act.
<a href="#">22.1023</a>	Termination for default.	Failure to comply with the Service Contract Act.
<a href="#">22.1307</a>	Actions because of noncompliance.	Failure to comply with 52.222-35—Affirmative Action for Special Disabled and Vietnam Era Veterans.
<a href="#">22.1407</a>	Actions because of noncompliance.	Failure to comply with 52.222-36—Affirmative Action for Handicapped Workers.
<a href="#">22.302</a>	Liquidated damages and overtime pay.	Liquidated damages for under-payment of overtime.
<a href="#">22.809</a>	Enforcement.	Failure to comply with 52.222-26—Equal Opportunity.
<a href="#">23.506</a>	Suspension of payments, termination of contract, and debarment and suspension actions.	Failure to comply with requirements to maintain a drug-free workplace.
<a href="#">46.407</a>	Nonconforming supplies or services.	Nonconforming supplies or services.
<a href="#">46.7</a>	Warranties.	Warranties.

## UNIT 15 - REMEDIES

<a href="#">46.702</a>	General.	Warranties.
<a href="#">46.706</a>	Warranty terms and conditions.	Warranties.
<a href="#">46.709</a>	Warranties of commercial items.	Warranties.
<a href="#">46.8</a>	Contractor Liability for Loss of or Damage to Property of the Government.	Contractor liability for loss of or damage to Government property resulting from post acceptance defects.
<a href="#">49.402-3</a>	Procedure for default.	Delinquency notices.
<a href="#">49.607</a>	Delinquency notices.	Delinquency notices.
<a href="#">52.211-11</a>	Liquidated Damages--Supplies, Services, or Research and Development.	Liquidated damages — Supplies, Services or R&D or Termination.
<a href="#">52.211-16</a>	Variation in Quantity.	Variation in Quantity.
<a href="#">52.211-17</a>	Delivery of Excess Quantities.	Delivery of Excess Quantities.
<a href="#">52.212-4(a)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (a): Rejecting non-conforming deliverables before and after acceptance.
<a href="#">52.212-4(j)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (j): Risk of loss.
<a href="#">52.212-4(m)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (m): Termination for cause.
<a href="#">52.212-4(o)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (o): Warranties of merchantability and fitness for a particular purpose.
<a href="#">52.212-4(p)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Limitation of liability for consequential damages from defects or deficiencies in accepted items.
<a href="#">52.213-1</a>	Fast Payment Procedure.	Fast Payment Procedure — independent right to require replacement, repair or correction of supplies within 180 days from the date that title vests in the Government.
<a href="#">52.213-4(d)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (d): Rejecting non-conforming deliverables before and after acceptance: Simplified acquisitions — other than commercial items.
<a href="#">52.213-4(g)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (g): Termination for cause: Simplified acquisitions — other than commercial items.
<a href="#">52.213-4(h)</a>	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items).	Paragraph (h): Warranties of merchantability and fitness for a particular purpose: Simplified acquisitions — other than commercial items.

## UNIT 15 - REMEDIES

<a href="#">52.219-16</a>	Liquidated Damages-- Subcontracting Plan.	Liquidated damages for failing to comply with the subcontracting plan (if 52.219-16 was incorporated by an addendum to 52.212-4).
<a href="#">52.222-26</a>	Equal Opportunity.	Equal Opportunity.
<a href="#">52.222-35</a>	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	Affirmative action for special disabled and Vietnam era veterans.
<a href="#">52.222-4</a>	Contract Work Hours and Safety Standards Act--Overtime Compensation.	Contract work hours and safety standards act—overtime compensation.
<a href="#">52.222-41</a>	Service Contract Act of 1965, as Amended.	Service contract act. Paragraph (k): Withholding of payments and termination of contract.
<a href="#">52.223-6</a>	Drug-Free Workplace.	Drug free workplace requirements.
<a href="#">52.246-15</a>	Certificate of conformance.	Certificate of conformance.
<a href="#">52.246-17</a>	Warranty of Supplies of a Noncomplex Nature.	Warranty clauses.
<a href="#">52.246-18</a>	Warranty of Supplies of a Complex Nature.	Warranty clauses.
<a href="#">52.246-19</a>	Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	Warranty clauses.
<a href="#">52.246-20</a>	Warranty of Services.	Warranty clauses.
<a href="#">52.246-2</a>	Inspection of Supplies--Fixed-Price.	Inspection and acceptance clauses.
<a href="#">52.246-3</a>	Inspection of Supplies--Cost-Reimbursement.	Inspection and acceptance clauses.
<a href="#">52.246-4</a>	Inspection of Services--Fixed-Price.	Inspection and acceptance clauses.
<a href="#">52.246-5</a>	Inspection of Services--Cost-Reimbursement.	Inspection and acceptance clauses.
<a href="#">52.246-6</a>	Inspection--Time-and-Material and Labor-Hour.	Inspection and acceptance clauses.
<a href="#">52.246-7</a>	Inspection of Research and Development-- Fixed-Price.	Inspection and acceptance clauses.
<a href="#">52.246-8</a>	Inspection of Research and Development-- Cost-Reimbursement.	Inspection and acceptance clauses.

## **UNIT 15 - REMEDIES**

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Other Policies and References (Annotate As Necessary):

## **UNIT 15 - REMEDIES**

The Contracting Officer's Representative (COR) is often the individual responsible for recommending the formal contract remedy to the Contracting Officer (CO). There are two tasks that the COR will be expected to perform in order to recommend the formal contract remedy to the CO.

## UNIT 15 - REMEDIES

Tasks	Standards
<p>1. Notify the CO of Performance Failures. These may include:</p> <ul style="list-style-type: none"><li>• Anticipated or actual late delivery.</li><li>• Failure to control costs.</li><li>• Unsatisfactory performance.</li><li>• Nonconforming supplies/services.</li></ul>	<p>1. Notification shall clearly document the contractor's failure to perform and shall be submitted to the CO in sufficient time to provide for the appropriate remedy.</p>
<p>2. Provide Technical Assistance to the CO, such as:</p> <ul style="list-style-type: none"><li>• Prepare documentation supporting Government's position.</li><li>• Attend meetings.</li><li>• Provide technical advice and analysis for delinquency notices.</li><li>• Calculate liquidated damages.</li><li>• Prepare written rejection notices.</li><li>• Determine warranty provisions.</li><li>• Review contractor's responses.</li></ul>	<p>2. Provide technical advice and make appropriate recommendations to support the Government's position.</p>

# UNIT 16 - TERMINATION

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Provide termination assistance to the CO.
	Given a contract and a need to terminate the contract.
Conditions	
Overall Standard(s)	Correctly identifies any termination situations and recommends a Termination for Convenience or a Termination for Default (or Cause) when necessary. Assists with the termination procedures only when requested by the CO.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 16 - TERMINATION**

Insert documentation to support completed training



# UNIT 16 - TERMINATION

## *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">8.405-4</a>	Delinquent performance.	Terminating FSS orders.
<a href="#">8.405-5</a>	Termination for default.	Terminating FSS orders.
<a href="#">8.405-6</a>	Termination for convenience.	Terminating FSS orders.
<a href="#">9.405-1</a>	Continuation of current contracts.	Continuation of a current contract with a debarred or suspended firm.
<a href="#">12.403</a>	Termination.	Terminating contracts for commercial items.
<a href="#">19.812</a>	Contract administration.	Paragraph (d) Requirement to terminate 8(a) contracts for convenience when the 8(a) concern transfers ownership or control of the firm (unless SBA waives the requirement).
<a href="#">32.109</a>	Termination financing.	Financing of contractor costs for termination.
<a href="#">49</a>	Termination Of Contracts	General FAR policies on termination.
<a href="#">52.212-4(l)&amp;(m)</a>	Contract Terms and Conditions--Commercial Items.	Termination of contracts for commercial items – Convenience and Cause.
<a href="#">52.213-4(f)&amp;(g)</a>	Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).	Termination of contracts for other than commercial items in simplified acquisitions.
<a href="#">52.249-1</a>	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Termination for convenience.
<a href="#">52.249-2</a>	Termination for Convenience of the Government (Fixed-Price).	Termination for convenience.
<a href="#">52.249-4</a>	Termination for Convenience of the Government (Services) (Short Form).	Termination for convenience.
<a href="#">52.249-5</a>	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	Termination for convenience.
<a href="#">52.249-12</a>	Termination (Personal Services).	Termination (Personal Services).
<a href="#">52.249-6</a>	Termination (Cost-Reimbursement).	Termination (Cost-Reimbursement).
<a href="#">52.249-8</a>	Default (Fixed-Price Supply	Default.

## UNIT 16 - TERMINATION

	and Service).	
<a href="#">52.249-9</a>	Default (Fixed-Price Research and Development).	Default.

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Other Policies and References (Annotate As Necessary):

## **UNIT 16 - TERMINATION**

Contracting Officer's Representatives (CORs) must know how to monitor contract performance. Part of the monitoring actions involves documenting a contractor's performance and preparing a technical analysis. To ensure monitoring success, three tasks have been identified.

## UNIT 16 - TERMINATION

Tasks	Standards
<p>1. Identify the Event(s) that Cause Termination of a Contract, such as:</p> <ul style="list-style-type: none"> <li>• There is no longer a need for the item or service called for under the contract.</li> <li>• Funds are not available for continued contract performance.</li> <li>• It is impossible for the contractor to perform as specified in the contract (specifications, acceptance delivery, etc).</li> <li>• There has been a radical change in the requirement that goes beyond the contractor's expertise.</li> </ul>	<p>1. Correctly identifies events that may lead to a termination of the contract.</p>
<p>2. Notify CO of Possible Contract Termination. The notification should include:</p> <ul style="list-style-type: none"> <li>• Clause(s) of the contract impacted.</li> <li>• Specific failure of the contractor and reasons provided by the contractor for such failure.</li> <li>• Availability of supplies or services from other sources.</li> <li>• Urgency of the need and the period of time that would be required for work by other sources as compared with the time in which completion could be obtained from the delinquent contractor.</li> <li>• Degree of indispensability of the contractor, such as unique contractor capabilities.</li> <li>• Impact termination would have on availability of funds.</li> <li>• Any other pertinent facts and circumstances.</li> </ul>	<p>2. Notification should provide the CO with sufficient information to support pursuing the appropriate termination procedure.</p>

## UNIT 16 - TERMINATION

<p>3. Assist the CO with Termination Proceedings.</p> <p>A settlement document may include the following information:</p> <ul style="list-style-type: none"><li>• Reasons for terminating.</li><li>• General principles related to the settlement of any settlement proposal, including the contractor's obligations under the termination clause.</li><li>• Extent of the termination, point at which work is stopped, and the status of any plans, drawings, and data that would have been delivered had the contract been completed.</li><li>• Status of any continuing work.</li><li>• Obligation of the contractor to terminate subcontracts and general principles to be followed in settling subcontractor settlement proposals.</li><li>• Names of subcontractors involved and dates that the termination notices were issued to them.</li><li>• Contractor personnel handling review and settlement of subcontractor settlement proposals and the methods being used.</li><li>• Arrangements for the transfer of title and delivery to the Government of any material required by the Government.</li></ul>	<p>3. Assistance will be required to support the CO's final decision regarding contract termination.</p>
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# UNIT 17 - PAYMENT

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Recommend to the CO whether to authorize payment against an invoice in full, in part, or not at all.
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Given a contract and a contractor's request for payment.

#### Conditions

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Overall Standard(s)	Correctly recommend to the CO whether to authorize payment against an invoice in full, in part, or not at all.
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### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 17 - PAYMENT**

Insert documentation to support completed training

# UNIT 17 - PAYMENT

## Policies

Far Ref.	Title	Relevancy
<a href="#">4.903</a>	Reporting contract information to the IRS.	List of information that must be collected and annotated on invoice for reporting requirements.
<a href="#">8.709</a>	Payment.	Timeframe for Payment against invoices from workshops for the Blind and Other Severely Handicapped and from the Federal Prison Industries, Inc.
<a href="#">12.302</a>	Tailoring of provisions and clauses for the acquisition of commercial items.	Paragraph (b) -NO tailoring of the terms and conditions of FAR clause 52.212-4 with respect to assignment, payment, and invoices.
<a href="#">13.101</a>	Procedures: General.	Paragraph (a) - Using United States-owned excess or near-excess foreign currency, if appropriate, in making payments under simplified acquisition procedures.
<a href="#">13.4</a>	Fast Payment Procedures.	When payment before acceptance is allowed.
<a href="#">22.1022</a>	Withholding of contract payments.	Withholdings from contract payments under the Service Contract Act for disbursements to underpaid workers.
<a href="#">23.506</a>	Suspension of payments, termination of contract, and debarment and suspension actions.	Suspension of payments under the drug-free work place clause.
<a href="#">27.205 &amp; 206</a>	Adjustment of royalties.	Adjustments and refunding of royalties payments.
<a href="#">29</a>	Taxes.	Taxes (refunds for).
<a href="#">32.102(d)</a>	Description of contract financing methods.	Paragraph (d) - Partial payments.
<a href="#">32.612</a>	Withholding and setoff.	Set off for debt collection.
<a href="#">32.804</a>	Extent of assignee's protection.	Protection for assignees from reductions or withholdings.
<a href="#">32.9</a>	Prompt Payment.	This subpart prescribes policies, procedures, and clauses for Prompt payment.
<a href="#">35.003(c)</a>	Research And Development Contracting.	Paragraph (c) covers recoupment under R&D contracts
<a href="#">42.7</a>	Indirect Cost Rates.	This subpart prescribes policies and procedures for establishing-- (a) Billing rates; and (b) Final indirect cost rates.
<a href="#">42.1403</a>	Shipping documents covering f.o.b. origin shipments.	Paragraph (b) - The possible application of reduced rates for Shipping documents covering F.O.B. origin shipments (e.g., bills of lading).
<a href="#">47.103</a>	Transportation Documentation	Paragraph (b) – Regulations and procedures governing the



## UNIT 17 - PAYMENT

	and Audit Regulation (TDA).	GBL, documentation, payment, and audit of transportation services
<a href="#">47.104-5</a>	Citation of Government rate tenders.	How to document Section 10721 rates.
<a href="#">47.401 - 405</a>	Air Transportation by U.S.-Flag Carriers.	Disallowance of fares of foreign-flag air carriers.
<a href="#">49.112</a>	Payment.	Procedures for Partial and Final Payments when terminating contracts.
<a href="#">52.212-4(g)</a>	Contract Terms and Conditions--Commercial Items.	Paragraph (g) covers Invoices for payment under contracts for commercial items.
<a href="#">52.212-4(i)</a>	Contract Terms and Conditions--Commercial Items.	Paragraph (I) covers Payment under contracts for commercial items.
<a href="#">52.212-4(k)</a>	Taxes.	Paragraph (k) Taxes for Commercial Contracts.
<a href="#">52.229-1 through 229-5</a>	Taxes.	State and Local Taxes.
<a href="#">52.229-6 through 229-10</a>	Taxes.	Foreign Taxes.
<a href="#">52.213-1</a>	Fast Payment Procedure.	Fast Payment Procedure Clause.
<a href="#">52.216-7</a>	Allowable Cost and Payment.	Allowable costs and payment under cost reimbursement contracts.
<a href="#">52.216-8</a>	Fixed Fee.	Fee arrangements under cost reimbursement contracts.
<a href="#">52.216-10</a>	Incentive Fee.	Fee arrangements under cost reimbursement contracts.
<a href="#">52.216-11</a>	Cost Contract--No Fee.	Fee arrangements under cost reimbursement contracts.
<a href="#">52.216-15</a>	Predetermined Indirect Cost Rates.	Predetermined indirect cost rates (cost reimbursement R&D contracts with educational institutions).
<a href="#">52.216-16</a>	Incentive Price Revision--Firm Target.	Payment under fixed price incentive contracts.
<a href="#">52.217-17</a>	Incentive Price Revision--Successive Targets.	Payment under fixed price incentive contracts.
<a href="#">52.216-26</a>	Payments of Allowable Costs Before Definitization.	Payments of allowable costs before the definitization of letter contracts at appropriate rates.
<a href="#">52.222-4</a>	Contract Work Hours and Safety Standards Act--Overtime Compensation.	Withholdings for unpaid wages under the Contract Work Hours and Safety Standards Act.
<a href="#">52.222-</a>	Service Contract Act of 1965, as	Withholdings for unpaid wages under the Contract Work

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<a href="#">41</a>	Amended.	Hours and Safety Standards Act.
<a href="#">52.223-6</a>	Drug-Free Workplace.	Paragraph (d) Suspension of payments for failing to comply with requirements for a drug free work place.
<a href="#">52.225-10</a>	Duty-Free Entry.	Reduction of price when supplies enter duty-free.
<a href="#">52.227-9</a>	Refund of royalties.	Refund of royalties.
<a href="#">52.232-1</a>	Payments	Payment clauses.
<a href="#">52.232-2</a>	Payments under Fixed-Price R&D Contracts.	Payment clauses.
<a href="#">52.232-3</a>	Payments under Personal Services Contracts.	Payment clauses.
<a href="#">52.232-7</a>	Payments under Time-and-Materials and Labor-Hour Contracts.	Payments under Time-And-Materials and Labor-Hour contracts.
<a href="#">52.232-8</a>	Discounts for Prompt Payment.	Discounts for prompt payment.
<a href="#">52.232-9</a>	Limitation on Withholding of Payments.	Limitation on withholding of payment.
<a href="#">52.232-11</a>	Extras.	No payments for extras may be made without the authorization of the CO.
<a href="#">52.232-25</a>	Prompt Payment.	Prompt payment clause covering the procedures.
<a href="#">52.232-30</a>	Installment Payments for Commercial Items.	Procedures for making installment payments.
<a href="#">52.232-32</a>	Performance-Based Payments.	Procedures for making Performance based payments.
<a href="#">52.232-33</a>	Mandatory Information for Electronic Funds Transfer Payment.	Electronic Funds Transfer Payment Methods.
<a href="#">52.232-34</a>	Optional Information for Electronic Funds Transfer Payment.	Electronic Funds Transfer Payment Methods.
<a href="#">52.242-10</a>	F.o.b. Origin--Government Bills of Lading or Prepaid Postage.	Government bills of lading – Direct charges for postal costs.
<a href="#">52.247-1</a>	Commercial Bill of Lading Notations.	Commercial bills of lading.
<a href="#">52.247-63</a>	Preference for U.S.-Flag Air Carriers.	Preference for U.S.-Flag air carriers (disallowance of expenditures from funds for international air transportation secured aboard a foreign-flag carrier).

## **UNIT 17 - PAYMENT**

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Other Policies and References (Annotate As Necessary):

## **UNIT 17 - PAYMENT**

The COR is often the individual responsible for assisting the CO with determining and authorizing payment. There are four tasks that the COR will be required to perform to ensure that payment is processed accurately.

## UNIT 17 - PAYMENT

Tasks	Standards
1. Accept the Payment Document for Processing.	1. Check invoices to ensure that the billing office has annotated the actual date of receipt. Identify any missing elements.
2. Calculate Payment Amount.	2. Calculate the accurate amount owed to the contractor. When necessary, document the decision on the amount to pay against an invoice.
3. Notify the Contractor of Final Amount Calculated to be Paid. Some reasons for the differences may include: <ul style="list-style-type: none"><li>• Performance problems.</li><li>• Allowable costs.</li><li>• Defective products or inferior service.</li><li>• Delivery problems.</li><li>•</li></ul>	3. Notify contractor in a timely manner.
4. Submit the Correct Invoice to Paying Office.	4. Corrected invoice submission to be made in a timely manner as agreed upon between the CO and the Paying Office.

# UNIT 18 - CLOSEOUT

## UNIT CERTIFICATION

### Statement of Completion

\_\_\_\_\_ has satisfactorily completed training in the duty of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Perform contract closeout.
Conditions	Given a contract at the point of closeout.
Overall Standard(s)	Closeout occurs only when the contractor and Government have fulfilled their obligations in a timely manner, all outstanding contract administration issues have been resolved, and all records are correctly disposed.

### Evaluator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **UNIT 18 - CLOSEOUT**

Insert documentation to support completed training

# UNIT 18 - CLOSEOUT

## *Policies*

<b>Far Ref.</b>	<b>Title</b>	<b>Relevancy</b>
<a href="#">4.804</a>	Closeout of contract files.	Guidance and established procedures for closeout.
<a href="#">4.805</a>	Storage, handling, and disposal of contract files.	Guidance on disposal procedures.

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Other Policies and References (Annotate As Necessary):



## **UNIT 18 - CLOSEOUT**

The COR is required to closeout a contract and submit the completed contract file to the CO. There are two tasks that the COR will be required to perform to complete this duty.

## UNIT 18 - CLOSEOUT

Tasks	Standards
<p>1. Closeout Contract Files.</p> <ul style="list-style-type: none"><li>• Identify any outstanding claims or disputes.</li><li>• Recommend deobligation of excess funds.</li><li>• Dispose of Government Property.</li></ul>	<p>1. Contents of the COR file are summarized and all forms, reports, and final invoices are included.</p> <p>Documentation is sufficient to support the CO closeout.</p>
<p>2. Submit File to CO.</p> <ul style="list-style-type: none"><li>• The contractor has delivered all required supplies or services and the Government has inspected and accepted them and all existing options periods have expired, or</li><li>• A notice of complete contract termination has been issued to the contractor.</li></ul>	<p>2. Submit complete closeout files to the CO in a timely manner.</p>