



Model Letter and Procedures for Designating the Contracting Officer's Representative for Contracts and Task Orders

A Mandatory Reference for ADS Chapter 302

Partial Revision Date: 08/05/2022
Responsible Office: M/OAA/P
File Name: 302mar_080522

COR Responsibility and Authority

USAID Contracting Officer's Representatives (CORs) perform a variety of duties associated with contract administration and technical functions, including serving as the technical liaison between the Contracting Officer (CO) and the contractor. The COR is in a unique position to monitor the contractor's performance in achieving the contract's purpose, and is delegated certain contract/task order administration functions and authorities that are otherwise vested in the CO. In order to be authorized to perform these delegated contract or task order administration duties, the **proposed** COR must **meet the eligibility requirements in [ADS 302.3.4.18](#) and receive** a COR designation letter from the CO delegating authority to perform contract and/or task order administration duties.

Without a current designation letter, signed by the CO and acknowledged by the COR, no individual other than the CO can:

- Give technical direction/guidance to the contractor,
- Receive and inspect completed services or supplies upon delivery,
- Monitor Government-furnished property,
- Approve the contractor's requests for payment, or
- Perform any other duties that would otherwise be the responsibility of the CO.

The COR designation letter outlines the contract administration duties assigned by the CO to the COR. Other Agency regulations, including ADS chapters outside the 300 series, may hold CORs accountable for duties and responsibilities that do not flow from the CO. Such responsibilities are not included in these letters. CORs must direct any questions regarding these other responsibilities to the point of contact for that chapter or regulation, or to the authorized representative in the operating unit (for example, a COR in a Mission must direct questions about the COR's financial management duties in ADS 600 Series chapters to the Mission Controller).

The COR designation letter does not authorize the COR to take actions that are the sole responsibility of the CO, such as directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, the total estimated cost or price of the contract, or the period of performance. Section III of the Designation letter outlines those actions, which only a CO has the authority to perform. Exceeding the authorities designated in the letter may result in an unauthorized commitment (FAR Part 1 and [ADS 302](#)), which can lead to serious contractual disputes and legal actions that unnecessarily tie up Agency personnel and resources. Unauthorized commitments may result in a violation of the [Anti-Deficiency Act](#), 31 U.S.C. Sections 1341-1351, which provides for criminal penalties for willfully and knowingly violating it. The COR must thoroughly review the designation letters to ensure that he or she understands the responsibilities and limitations of the COR designation.

A. Standards of Conduct and Conflicts of Interest

All USAID CORs are subject to the ethical standards that apply to all federal employees by virtue of the terms of their employment, or contract, in the case of personal services contractors. Being a COR does not impose a higher standard for an individual's conduct, but it may provide more occasions for improper behavior and increase the scrutiny that others may direct to an individual's behavior. The COR is responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if any direct or indirect financial interests may place the COR in a position where there is a conflict between his/her private interests and the public interest of the United States, the COR must immediately report the conflict to the CO and ethics officer. The COR must avoid even the appearance of such conflict to preserve public confidence in the U.S. Government's conduct of business.

B. Designation of the COR

USAID's FAC-COR Certification Program provides Level I and Level II certifications. Level III is provided if the individual transfers such certification from another agency or is Federal Acquisition Certification in Contracting (FAC-C) Level III certified and requests reciprocity. For each award, the CO must determine the appropriate FAC-COR certification level based on the risk and complexity of the award taking into account the duties that the CO intends to delegate to the COR, or even on how the award is going to be managed. Typically, a Level I certification is appropriate for simple low-risk contract vehicles, such as supply contracts and orders, while a Level II certification is appropriate for contract vehicles of moderate to high complexity and risk, including both supply and service contracts; however, the CO should take into consideration the duties they intend to delegate to the COR. If the more complex and difficult duties are retained by the CO, then a Level I may be sufficient. Ultimately, it is at the discretion of the CO on what level they deem sufficient to successfully manage the award.

The CO must review the proof of certification and training provided by the COR in accordance with [ADS 302.3.4.18](#) to determine whether the nominee has an unexpired COR certification at the level required. The CO may, as an interim measure, designate a Level I-certified COR to an award that the CO has determined requires the designation of a Level II-certified COR if the CO tailors the COR designation letter to require the individual to:

- Obtain a Level II certification,
- Complete all Agency-specific training required to maintain the Level II certification, and
- Submit copies of the Level II certification and Agency-specific training certificates within a reasonable time as determined by the CO.

When designating a Level I-certified COR as an interim measure, the CO must carefully

consider the knowledge, training, and experience of the individual when making such a delegation and tailor the delegated responsibilities accordingly.

COR designations must be entered in the Global Acquisition and Assistance System (GLAAS). COs must ensure that COR designations are kept current and accurate in GLAAS. The CO must identify the COR under the Main/General Information Screen of the award in GLAAS. Because the COR is included in the contract/TO, if the designated COR is replaced, the CO must issue a unilateral modification to the contract to change the COR. GLAAS requires that the CO identify a COR for all awards, even those for which a COR is not required to be designated, such as Personal Services Contracts (PSC) and Fixed Priced supply contracts. For PSC contracts, the CO should identify the PSC's supervisor in this field. In the case of fixed price supply contracts, the CO should identify the technical office point of contact for the award.

In addition to entering the COR in GLAAS, except where the designation of a COR is not required as stated in the above paragraph, the CO must issue the COR a Standardized Designation letter, outlining the responsibilities and authorities of the COR. The CO must sign the front page of the letter and transmit it to the COR. Once the COR has signed the letter, the CO must countersign the acknowledgement page. By signing the designation letter, the COR certifies that they hold an unexpired FAC-COR certification and have met the Agency specific training requirements for that certification level.

C. Naming an Alternate COR

The CO must not designate multiple CORs for any particular award; however the CO may designate an alternate COR who would perform the designated COR functions only during the absence of the primary COR. Section III, of the letter, Subsection B. Re-delegation, includes a space for naming the **alternate COR**. When designating an alternate COR, the CO must insert the name of the individual in the blank space in the second paragraph of this subsection. The alternate COR is subject to the same Federal Acquisition Institute Cornerstone OnDemand (FAI CSOD) certification as the primary COR.

When the requiring office nominates the primary candidate for the COR designation, it must also provide the name of an alternate. Requiring offices should nominate individuals who already have knowledge, training, and experience commensurate with the responsibilities to be delegated to the COR. To determine the responsibilities that will be delegated to the COR, the requiring office should reach out to the CO. The preference is for the alternate to be from the requiring office, because the individual is more likely to be familiar with the award and can therefore step in as COR. However, if the requiring/technical office cannot provide an alternate, then the COR's immediate supervisor may need to serve as alternate. If the requiring office nominates an individual not from the requiring office and not the COR's immediate supervisor to be the alternate COR, the nomination must include a justification supporting this nomination, including an explanation of the nominated alternate's involvement in overseeing the contractor's performance.

COs must also remind CORs and their alternates that the alternate may ONLY perform

COR duties or responsibilities if the COR is absent. Ideally, the alternate will only perform COR duties when the COR is absent for an extended period of time. The alternate COR may not countermand a COR's decision on a matter pertaining to his or her duties as a COR. In addition, the primary COR is not responsible or accountable for the actions of the alternate COR—the alternate COR is responsible and accountable.

Neither the COR nor the alternate may further delegate this authority. If neither the COR nor the alternate is available to perform their duties, the COR must direct the contractor to the CO for guidance. No other individuals are authorized to provide technical direction to the contractor.

D. Revocation of COR Designation

The CO is responsible for monitoring the COR's performance in administering the award, including maintaining proper files of communications with the contractor, actions taken within the delegated authorities, and properly filing related documentation in the Agency Secure Image and Storage Tracking (ASIST) System. COs have the authority to revoke a designation letter at any time if an individual's performance as a COR is unsatisfactory. COs must revoke a designation letter and appoint a new COR if the COR:

- Is assigned to a new Mission or Operating Unit (OU) or other position unrelated to the contract, or
- Allows their certification to lapse due to failure to complete training or continuous learning points as determined by the USAID Acquisition Career Manager (ACM), the Office of Federal Procurement Policy (OFPP), or FAI.

If at any time during the period of an award the COR's certification lapses, the COR must inform the CO and work with the OU to nominate a replacement COR. The COR must not continue to perform COR duties if the COR's certification has lapsed, even if the CO has not formally revoked the COR's designation letter, as it may result in an unauthorized/informal commitment ([FAR 1.602-3](#), [FAR 50.1](#), and [AIDAR 750.71](#)) as the COR will be acting without authority.

Additionally, if the COR fails to perform the delegated duties and responsibilities or if the COR exceeds the delegated authority as specified in the designation letter, the CO may exercise this revocation authority. Specific examples of circumstances that might warrant revocation of a COR designation include a COR's failure to adequately monitor the available funding on a contract or to address contractor performance fairly, comprehensively, and promptly when preparing the Contractor Performance Assessment Reports.

Revocation of the COR designation must be done in writing and must be communicated to the COR, the contractor, the paying office, the alternate COR, and other relevant parties who were on the initial distribution list of the COR designation letter. Additionally, a unilateral modification must be executed in GLAAS to update and replace the COR designation.

E. CO Tailoring of the Letters

COs must use the standardized letter essentially as written; however, some of the specific guidance provided below clearly allows COs to use discretion in tailoring these letters as long as they do not affect the substance of the standardized letter. For example, COs may include special instructions to account for unusual characteristics of the award. An example of this would be designation of an individual who is FAC-COR Level I certified as an interim measure while that person is working towards completing the requirements for FAC-COR Level II. Further, the CO may limit or expand the COR's (and/or the Alternate COR's) delegated responsibilities depending on the level of certification, training or experience of the individual receiving the designation (see Section I, Subsection F of Appendix A, sample letter, for a list of responsibilities/functions that may be delegated to the COR at the discretion of the CO). The CO may emphasize additional oversight responsibilities if the CO has concerns about the contractor. If a contract has a "grants under contract" component, the CO may specify limits to the COR's responsibilities for administering the grant-making part of the Statement of Work (SOW).

Finally, the CO may edit the letter to reflect the CO's own experience, judgment, and preference—again, within the scope of the standardized letters. The examples listed in this paragraph are not all-inclusive, nor are COs expected to make changes to the letter if they have no reason to do so. **The CO must not, however, change Section III, Limitations, in the letter.**

F. Specific Guidance on Sections of the Letter

The following guidance addresses specific sections of the designation letter. Please consider the following when preparing a letter and tailor the letter only if needed and only as authorized in the specific guidance below.

Section I: Delegation

Subsection A. Technical Directions/Guidance. When the contract in question is performance-based (as described in FAR 37.6), the CO and COR must recognize that a COR issuing technical directions for these types of contracts may not be suitable. For performance-based acquisition, include a section on Technical Directions/Guidance only if the contract has certain Contract Line Items (CLINS) that are not performance-based or ensure that this section limits the scope of the technical directions or guidance the COR may issue. Although "technical guidance" may be more appropriate, the COR must be aware that even guidance is limited and the COR must consult with the CO.

Subsection F. Other specific functions/authorities, as provided herein. In this section, COs, at their discretion, may delegate additional contract administration functions to the COR (see Section I, Subsection F of Appendix A, sample letter, for a list of additional authorities) based on the COR's experience and training. If so, such responsibilities/functions must be listed in subsection F of the letter. The CO may add other functions not covered above, such as responsibility for processing requests for country clearance

or other Mission specific requirements. COs awarding basic Indefinite Delivery Indefinite Quantity contracts (IDIQs) must state here that the CORs for the basic IDIQ have responsibility for monitoring the use of the IDIQs to track the contract ceiling and consistency of task order statements of work with the SOW of the basic contract, etc. When adding functions or authorities in this section, the CO must coordinate with the proposed COR to ensure mutual understanding and agreement.

Section II: Administration

Subsection A. Communications. In order for the CO to stay abreast of the contractor's performance, as well as to avoid potential claims or disputes, the COR must provide copies of all communications with the contractor to the CO within the timeframe specified in the letters. The CO MUST read these communications and take any necessary action if the technical direction is beyond the COR's authority or directs the contractor to do something beyond the scope of the contract. If the CO receives a copy of the communication but takes no action to countermand the COR's direction, the contractor has reason to conclude that the CO endorses the COR's action, which may strengthen the contractor's claim or dispute against the Agency. The failure of the CO to receive or review the communications does not protect the Agency from a claim as case law indicates that the COR can be assumed by the contractor to be the CO's "eyes and ears" and therefore have the authority to "speak" for the CO. COs and CORs must also be aware that even if the COR is not required to send a copy of these communications to the CO, the contractor may still assume that the CO has authorized the COR's actions by virtue of having issued this delegation letter.

Therefore, the CO must carefully assess the COR candidate's **certification level**, experience and demonstrated knowledge/judgment when deciding what responsibilities and functions to delegate and how closely to monitor the COR's communications with the contractor. If the CO is very confident that the COR understands and accepts the limits of this delegation and is not likely to issue technical directions (TDs) that could lead to a claim, then the CO may choose to limit the extent the CO monitors the COR's TDs. Conversely, if the COR candidate is very inexperienced and the CO is concerned, then a prudent CO ensures that the COR provides copies of these communications and then carefully reviews them to verify that they are within the scope of the contract. If the Alternate COR is not as experienced as the COR, it would be prudent to monitor his/her activities more thoroughly.

G. Filing and Distribution of the Designation Letter

COs must file the COR-acknowledged and CO countersigned designation letter in ASIST. The CO must also provide a copy to the contractor. Ideally, the CO will distribute and discuss the designation letter at the Post Award Orientation Conference with the contractor, COR, and alternate, if possible. Providing courtesy copies to any party other than those mentioned above is at the discretion of the CO.

APPENDIX A

Contracting Officer's Representative (COR) Designation – Contract/Task Order Administration

TO: [Individual Nominated by the Requiring Office]

FROM: , Contracting Officer

SUBJECT: Contract Administration Authorities

DATE:

REF: Contract/Task Order Number [Insert Contract # and TO, if applicable] with
[Insert Contractor name]

As the Contracting Officer (CO) for the subject contract, the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) holds me responsible for ensuring compliance with the terms of the contract and for safeguarding the interests of the United States in its contractual relationships. To assist in fulfilling these responsibilities, I must designate a Contracting Officer's Representative (COR). This individual is in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for being the technical liaison between the contractor and the Contracting Officer, which is critical to ensuring good contract performance.

Your requiring office has nominated you to be the COR for administration of the referenced contract or task order. I accept this nomination and hereby designate you to be the COR. As COR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

Your additional COR responsibilities are to:

- Monitor the contractor's performance and verify that it conforms to the technical requirements and quality standards agreed to in the terms and conditions of the contract. This includes verifying the contractor's conformance with branding and marking requirements, ensuring inventory control, and assessing data quality. Accordingly, your approval of implementation plans, work plans, or monitoring or evaluation plans must be consistent with the terms and conditions of the contract. You must document any material deficiencies in the contractor's performance and bring them to the immediate attention of the CO (me or my successor).
 - Approve the Monitoring and Evaluation (ME) plan, (if applicable) in accordance with the submission requirements specified in the award.

- The COR must ensure that site visits are conducted in accordance with Agency policy in [ADS 201](#) and related Mission Orders. The COR must ensure that a brief report highlighting the findings is placed in the official award file in ASIST.
- Participate in the periodic evaluation of the contractor's performance and preparation of the Contractor Performance Assessment Report (CPAR).
- Prepare the CPAR in accordance with the performance evaluation requirements in the Federal Acquisition Regulation (FAR, 48 CFR) subpart 42.15 (“Contractor Performance Information”) and the Automated Directives System (ADS) Chapter 302.3.8.7 (“USAID Direct Contracting”), in the section entitled "Evaluation of Contractor Performance." When the COR responsibilities are redelegated by the CO to another individual, you are responsible for either completing a CPAR report for the current reporting period, or providing up-to-date substantive pre-assessment notes to the new COR for awards that have advanced at least three months into the reporting cycle.
 - Ensure that the ratings and narratives are not general in nature and evaluate performance as it relates to specific deliverables/services required under the award. The ratings and narratives must reflect the definitions in the tables provided in FAR part 42.15.
- Recommend in writing (with justification for the proposed action) to the CO any changes needed in the scope of the contract, including any changes to technical provisions of the contract that affect the timing of the deliverables/services or the overall cost-price of the contract (see 1.A below).

As a COR, you may be held personally liable for unauthorized acts. In order to perform these functions you must be FAC-COR Certified with a Level [insert I or II] certification. **[Optional Text: You are being temporarily designated as a FAC-COR Level I, on the condition that you obtain your FAC-COR Level II certification and complete your Level II Agency-specific training no later than [insert date]. Upon completion of your Level II certification and Agency-specific training, you must submit copies of your certification and Agency-specific training certificates to me. If you fail to meet this deadline, I may revoke your designation and you will be responsible for working with your Operating Unit to nominate a replacement COR who holds a Level II certification.]**

You must ensure that your certification does not lapse. If your COR certification lapses, you must immediately notify the CO and contact the ACM in the Professional Development and Training Division or send an email to PDTandMe@usaid.gov for consultation on next steps. The CO will revoke your COR delegation upon notification that your certification has lapsed. Failure to inform the CO that your certification has lapsed and continuing to perform the functions/duties of a COR will result in you acting without authority and

potentially making unauthorized/ informal commitments. You will be held accountable and be required to accept responsibility for any unauthorized/informal commitment and you must assist the CO in processing any extraordinary contractual actions that result from acting without proper authority. Properly discharging your duties and responsibilities as a COR minimizes your risk of facing disciplinary action. The areas in which you must be particularly cautious involve contracting authority and financial management when your improper actions could indicate gross negligence.

- In Contracting, this involves exceeding your authority as a COR and taking actions that are beyond your authority as delegated in this letter. If you have any questions in this area, contact the CO for advice BEFORE you take any action.
- In Financial Management, your risk increases when you act in a manner that is other than what would be expected of a reasonable individual. At a minimum, a reasonable individual would be expected to –
 - Take positive action to obtain information necessary to carry out their responsibilities;
 - Make logical decisions from the information they have available (even if it isn't totally complete); and
 - Document and provide justification for the action. (The documentation need not be formal or extensive, but it should be easily understood by an auditor or other third party individual reviewing it.)

I. DELEGATION

I hereby delegate to you, as COR, the following authorities that are otherwise the responsibility of the CO, and **you are not authorized to further redelegate these authorities:**

- A. Technical Directions/Guidance. You may issue technical directions or guidance in accordance with the terms of the contract. "Technical guidance" under a performance-based contract may be very limited; if this contract is performance-based, consult the CO for guidance. "Technical directions" are interpretations of the technical requirements of the contract and you must give them to the contractor, in writing, when questions or discrepancies arise. They may be directives to the contractor that
- Approve M&E plans, work plans, approaches, solutions, designs, or refinements, and review and accept progress reports;
 - Fill in details or otherwise complete the general description of work or documentation items;
 - Shift emphasis among work areas or tasks; or
 - Otherwise furnish instruction of a similar nature to the contractor.

Technical directions must not include any instructions that affect cost/price, quality, quantity, delivery, period of performance, or other terms and conditions of the contract. In any and all cases, technical directions must be within the scope of the contract and comply with the requirements for Technical Directions/Relationship with USAID in Section G of the contract. As determinations regarding the scope of the award are the sole responsibility of the CO, the COR must consult with the CO if there is any question that such direction may be outside the scope of the contract.

- B. Receipt and Inspection. You may receive and inspect completed services or supplies upon delivery, and verify that they meet the acceptance standards, including time of delivery, specified in the contract. If the contractor's services or supplies do not meet the acceptance standards in a fixed price contract, you are responsible for directing the contractor in writing to take appropriate action to correct the deficiencies. Should the contractor fail to correct deficiencies, you must advise the CO so he/she can take appropriate action. If the services or supplies do not meet the acceptance standards in a cost type contract, you must advise the CO, who will analyze the cost impact of corrective action prior to issuing direction to the contractor.
- C. Security. You must coordinate with the Office of Security (or its designee) to obtain necessary security clearances and appropriate identification for the contractor and designated personnel if the contract is classified in accordance with Automated Directives System (ADS) Chapter 567 and FAR 4.4. For a classified contract, your duties also include monitoring the contractors' compliance with the security specifications included in their contracts and notifying the CO and SEC of any problems or suspected non-compliance with these contract requirements. If this contract is unclassified but requires contractor employees to have building passes to enter either the USAID Headquarters or a Mission or Embassy overseas, you are responsible for coordinating with your Bureau or Office Administrative Management Officer, Mission Executive Officer, or other individual responsible for requesting passes (see ADS 562 & 565).

You are responsible for notifying the Office of Security whenever any contractor personnel no longer needs physical access. You must collect from the contractor any Personal Identity Verification [PIV]/Facility Access Card [FAC]) and remote authentication tokens issued to contractor employees prior to departure of the employee or upon conclusion of the contract, whichever occurs first.

You must return PIV/FAC cards to the Office of Security (SEC) and remote authentication tokens to the B/IO Administrative Management Staff (AMS) (see [ADS 302.3.5.13](#)).

- D. Government-furnished Property. You are responsible for ensuring that Government-furnished property is available to the contractor in a timely manner, if this property is required by the terms of the contract. You are also responsible for monitoring the contractor's management of and annual reporting on this property and any property acquired by the contractor for use in the contract and titled to either USAID or a

cooperating country. Finally, you are responsible for verifying the return or disposition of Government-furnished property.

E. Financial Management. Although the responsibility for making payments and accounting for funds and balances rests in the Bureau for Management, Office of the Chief Financial Officer (M/CFO) or overseas Controller, you must administer financial management responsibilities by

- Reviewing the contractor's request for payments (usually the contractor's vouchers or invoices) and providing or denying your administrative approval, in accordance with the stipulations of the contract administration plan and the procedures in ADS Chapter 630, Payables Management. This chapter states that your administrative approval constitutes the written evidence that the goods and/or services specified on the invoice were received and conform to the requirements or performance milestones in the contract--effectively the acceptance of these goods and/or services.
- Recommending disallowance of costs to the CO, in accordance with [ADS Chapter 630](#).
- Ensuring that all funding actions comply with the Agency's forward funding guidelines (ADS Chapter 602 Forward Funding of Program Funds and ADS Chapter 603 Forward Funding, Non-Program Funds).
- Monitoring the financial status of the contract on a regular basis to ensure that the level of funding is the minimum necessary. If the funding exceeds forward funding guidelines without proper authorization, you must adjust the next incremental funding amount to achieve compliance with the forward funding guidelines.
- Developing an estimate of accrued expenditures on a quarterly basis in accordance with [ADS Chapter 631, Accruals](#), and instructions from M/CFO or the Mission Controller.
- Notifying the CO if at any point during performance you believe the funds are no longer needed for the purposes for which they were obligated (see [ADS Chapter 621 Obligations and Internal Mandatory Reference "Deobligation Guidebook"](#)).
- Reviewing any unliquidated obligation balance in the contract, and working with the CO to deobligate excess funds before beginning close-out actions (see ADS Chapter 621 Obligations and the Internal Mandatory Reference "Deobligation Guidebook").

F. Other specific functions/authorities, as provided herein:

[The CO may include additional responsibilities/functions from the list below based on the CO's discretion and the COR's experience and training. If no other responsibilities are delegated, then this subsection must be deleted.]

In addition to the functions/duties listed above, the COR [and alternate COR] is [are] designated the following additional functions/authorities:

- Approval of international travel (see AIDAR 752.7032 for the specific requirements that must be met);
- Perform property administration (not to include property disposition);
- Perform engineering surveillance to assess compliance with contractor terms for schedule, cost, and technical performance in the areas of design, development and production;
- Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management and independent research and development;
- Review and evaluate for technical adequacy the contractor's logistic support, maintenance and modification programs;
- Issue tax exemption forms;
- Ensure processing and execution of duty-free entry certificates;
- Issue work requests under maintenance, overhaul and modification contracts;
- Report to the CO any inadequacies noted in specifications;
- Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the CO;
- Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, predictability, and impact on quality, reliability, schedule and cost and submit recommendations to the CO;
- Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations;
- Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data; and

- Determine that all applicable administration actions and all required work of the award have been completed by the contractor.

II. ADMINISTRATION

A. Communications. Please provide the CO with a copy of the following written communications, in either electronic or paper copy format, within two (2) working days after you transmit it to the contractor:

- Technical directions/guidance per #I.A. above,
- All formal communications between you and the contractor that relate to the contractor's alleged failure to comply with delivery terms or acceptance standards or both, per #I.B. above, and
- Any other written communication of a similar nature that may have an impact on the contractor's rights or responsibilities for performing under this contract.

Text messages or other messaging services must not be used for any official communications with the contractor (see [ADS 545, Information Systems Security, section 545.3.19.1](#)).

B. COR Files. As the COR, you have an important responsibility for establishing and maintaining adequate COR files. These files are your primary tools for carrying out your duties and responsibilities as the COR for this contract and must include all correspondence with the contractor and document all actions you take as COR. These files are necessary for proper contract administration and will also help successor CORs to understand your actions as COR and the reasons behind such actions, as well as to have adequate documentation for audit purposes.

You are responsible for ensuring that the files contain the following, at a minimum:

- A copy of all significant correspondence between the COR and the contractor, including property reports;
- Names of technical and administrative personnel assisting the COR;
- Records of COR inspections, site visit documentation, and receiving/acceptance documents, invoices, and other administrative paperwork and correspondence;
- Other performance records as specified in the contract;
- Documents justifying and supporting Accrual estimates (see ADS 631 Accruals, section 631.3.1 and Additional Help—Accrual Documentation);
- Financial documentation to support activities in the financial management area

such as the invoice and Administrative Approval Form and Checklist (ADS 630.3.3. and Internal Mandatory Reference—Administrative Approval Form and Checklist) for all invoices;

- Budget pipeline analysis documentation;
- [Contracting Officer Representative \(COR\) Checklist: Exit Procedures for Institutional Support Contractors and Federal Employees Under Interagency Agreements](#); and
- Documentation of any other action taken by the COR in accordance with this delegation of authority.

The Agency Secure Image and Storage Tracking (ASIST) System is the Agency's official electronic repository for all Acquisition & Assistance (A&A) award documentation, including copies of COR designation letter(s), the contract, and all modifications. CORs must maintain award files in ASIST and comply with [FAR Part 4.8](#).

III. LIMITATIONS

A. Scope of Authority/Avoiding Unauthorized Commitments. Your authority does not include directing the contractor, either in writing or verbally, to make changes to the contract statement of work, the terms and conditions of the contract, the total estimated cost or price of the contract or the period of performance. Only a CO has the authority to take such actions, which include but are not limited to making changes that affect the:

- Delivery schedule or period of performance;
- Quantity or quality of the work;
- Terms and conditions of the contract;
- Monetary (dollar or foreign currency) limit of the contract or the authorization of work beyond the monetary limit;
- Qualifications of key personnel; or
- Composition of the contract team members, if the contract places specific limits on either qualifications or the mix of specialists.

If you take actions that only the CO has the authority to take, you may be making an unauthorized commitment ([FAR Part 1](#) and [ADS 302](#)), which can lead to serious contractual disputes and legal action that unnecessarily tie up Agency personnel and resources. You may be held personally liable for such actions and in the worst case,

such unauthorized actions may result in disciplinary action, particularly if the action is determined to be a violation of the [Anti-Deficiency Act, 31 U.S.C. Sections 1341-1351](#), which also provides for criminal penalties. See [ADS 630](#) for information on Anti-Deficiency Act violations. Actions you take or directions you give must be within the authorities provided in this designation.

- B. Re-delegation. You are not authorized to re-delegate the authorities provided in this memorandum to approve/disapprove vouchers, provide written interpretations of technical requirements, or to certify acceptance of goods or services, to any other person.
- C. Designation of the Alternate COR. In your absence, and only in your absence, **[insert name of alt. COR]** is hereby authorized to act on your behalf. If this individual is not available to carry out your COR responsibilities during your absence, notify the CO as soon as possible to discuss alternatives. To ensure minimal disruptions, please notify the contractor and the CO as soon as possible, when you will be unavailable to discharge your COR responsibilities for a period of more than two weeks. If the alternate is not available in your absence, direct the contractor to receive any guidance from the CO.
- D. Assistance with COR Duties. As you carry out your COR duties, you may enlist the assistance of others such as agency technical and administrative experts in AID/W and the Missions, but such assistance has limits. For example, you may ask others to conduct fact-finding, provide you with analyses or interpretations of technical requirements, assist with performance monitoring, or make recommendations to you regarding actions you may take as COR. However, anyone assisting you must not take any action that directly affects the contractor's rights or ability to perform under the terms of the contract, including (but not limited to) providing interpretations of technical requirements to the contractor. The COR and alternate COR are the only persons authorized to provide technical direction to the contractor. The ultimate responsibility for any actions taken, by you or others assisting you, remains with you.
- E. Duration of COR Designation. This designation is effective for the life of the contract or order referenced on the first page of this designation letter, unless the CO revokes it in writing; you resign from this position; you transfer to a new position in which you no longer have technical cognizance for this activity; or your FAC-COR certification **has lapsed**. If you cannot fulfill your responsibilities as COR for any reason, please notify the CO as soon as possible in order to ensure the timely designation of a successor.

IV. TRAINING

USAID has a **FAC-COR Certification Program** that complies with USAID internal policy and requirements established by the **Federal Acquisition Institute and the Office of Federal Procurement Policy**. [ADS 302](#) establishes the Agency's policy for COR certification **and Agency-specific training**. You are also required to complete at least 8 Continuous Learning

Points (CLPs) every two years for a Level I certification and 40 CLPs every two years for a Level II certification during the window indicated in FAI CSOD. Specific courses may be assigned to you for CLPs. Failure to complete the required continuous learning requirements will result in a lapse of your COR certification and loss of authority to perform COR functions.

V. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As a COR, you must respect and adhere to the principles of ethical conduct set forth in [Title 5 of the Code of Federal Regulations, Part 2635](#)—Standards of Ethical Conduct for Employees of the Executive. As a COR, you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests in violation of 18 U.S.C. 208 and/or 5 CFR 2635.401 and 5 CFR 2635.501 that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the CO, and the Assistant General Counsel for Ethics Administration of this conflict so that appropriate action may be taken. As COR, you must avoid the appearance of such conflict in order to preserve public confidence in the U.S. Government's conduct of business. Furthermore, you agree to be aware of the post-employment restrictions on former USG employees, as well as Personal Service Contractors, found in 18 U.S.C. 207 and 41 U.S.C. 423, to detect possible violations.

[INTENTIONALLY LEFT BLANK]

ACKNOWLEDGEMENT

Your signature below confirms that you:

- (1) Accept this appointment,
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner,
- (3) Hold an unexpired FAC-COR certification in FAI CSOD, have met the Agency-specific training requirements applicable to your certification level and date of certification, and will complete any other requirements and/or training necessary to keep your certification from lapsing, or obtain a higher-level certification if required by your designation letter. The Agency-specific training currently required by certification level are:

FAC-COR Level I:

- FCL-CM-2500 Category Management 101 or FCL-AID-0007 Category Management & You;
- USAID 103 - PDT ASIST Overview;
- CPARS Overview;
- USAID 101 - USAID Accruals On-Line Training; and
- FAC 889, Section 889: Prohibition on Telecommunication and Video Equipment

FAC-COR Level II:

- All Agency-specific Level I Requirements,
- FCL-AID-0007 Category Management & You,
- USAID 102 - PDT E-Learning: The Acquisition Professional in the USAID CONtext.

Individuals who were current in their FAC-COR Level II Certification prior to July 1, 2021 are required to complete the following Agency-specific mandatory training requirements if not already completed:

- FAC 889, Section 889: Prohibition on Telecommunication and Video Equipment; and

• FCL-AID-0007 Category Management & You.

(4) Meet all the eligibility requirements in [ADS 302.3.4.18](#).

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS COR:

CONTRACTING OFFICER'S
REPRESENTATIVE

DATE

After signing, return this original memorandum (and retain a copy) to me within ___ days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

CONTRACTING OFFICER

DATE

cc:

[insert name of alt. COR], Alternate COR
[], Paying office or Mission Controller
[], COR's supervisor

[Insert Contractor name], Contractor

**Alternate Contracting Officer's Representative's (COR's) Designation –
Contract/Task Order Administration**

TO: [insert name of alt. COR]

REF: Contract/Task Order Number [Insert Contract # and TO, if applicable] with [Insert Contractor name]

ACKNOWLEDGEMENT

Your signature below confirms that you

- (1) Accept this appointment,
- (2) Agree to comply with all duties, responsibilities, and limitations outlined in this letter, particularly those pertaining to conflicts of interest, by agreeing to conduct business dealings to avoid conflicts of interest and in a completely impartial manner,
- (3) Understand that you are only authorized to perform these duties in the absence of the COR,
- (4) Hold an unexpired FAC-COR certification in FAI CSOD, have met the Agency-specific training requirements applicable to your certification level and date of certification, and will complete any other requirements and/or training necessary to keep your certification from lapsing, or obtain a higher-level certification if required by your designation letter. The Agency-specific training currently required by certification level are:

FAC-COR Level I:

- FCL-CM-2500 Category Management 101 or FCL-AID-0007 Category Management & You;
- USAID 103 - PDT ASIST Overview;
- CPARS Overview;
- USAID 101 - USAID Accruals On-Line Training; and
- FAC 889, Section 889: Prohibition on Telecommunication and Video Equipment.

FAC-COR Level II:

- All Agency-specific Level I Requirements,

- FCL-AID-0007 Category Management & You, and
- USAID 102 - PDT E-Learning: The Acquisition Professional in the USAID CONtext.

Individuals who were current in their FAC-COR Level II Certification prior to July 1, 2021 are required to complete the following Agency-specific mandatory training requirements if not already completed:

- FAC 889, Section 889: Prohibition on Telecommunication and Video Equipment; and
- FCL-AID-0007 Category Management & You.

(5) Meet all the eligibility requirements in ADS 302.3.4.18.

I HEREBY ACCEPT THIS APPOINTMENT AND ACKNOWLEDGE MY DUTIES AND RESPONSIBILITIES AS ALTERNATE COR:

ALT. CONTRACTING OFFICER'S
REPRESENTATIVE

DATE

After signing, return this original memorandum (and retain a copy) to me within ___ days. I will acknowledge your acceptance of this designation by signing below and send a copy to you and the others indicated below.

CONTRACTING OFFICER

DATE

cc: [], Paying office or Mission Controller
[], Alternate COR's supervisor
[Insert Contractor name], Contractor

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