CONTRACTING OFFICER'S REPRESENTATIVE
(COR) APPOINTMENT MEMORANDUM

Date: June 28, 2017

To: Craig Boomgaard (WACOR Alternate)

Via: Bruce Suchomel (WACOR)

From: Noelle Mills

Subject: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT WORK ASSIGNMENT COR (WACOR) FOR EP-C-15-022 OPTION PERIOD 2

You are hereby delegated authority to act as a Level II, Work Assignment Contracting Officer's Representative (WACOR) for EP-C-15-022, Option Period 2. As such your duties are to assist the Contracting Officer (CO) in the monitoring and oversight of the technical and programmatic aspect of this contract through performance and closeout. This delegation may not be changed unless written authorization is given by the Contracting officer. As a COR you may be personally liable for unauthorized acts or commitments. "Unauthorized commitment," as used in this section, means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. As the COR, you must represent the CO within the scope of the following authority, responsibilities, and limitations:

AUTHORITY:

As COR, you have the authority to:

✓ 1. Perform surveillance of the contract work and conduct inspections that are necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.

✓ 2. Perform inspection(s) necessary for the acceptance of deliverables (including contract line items numbers (CLINs) and as stated in the contract and to require the contractor to correct any deficiencies.

✓ 3. Assist the contractor in interpreting the contract specifications or technical requirements provided that any interpretation or clarification that he COR provides is within the limitations prescribed late in this delegation

✓ 4. Certify invoices for payment.

RESPONSIBILITIES:

As COR, you have the following responsibilities as checked:

ED_005364I_00050989-00001

✓ 1. Be familiar with and understand contract requirements (SOW, specification, CLINs and work-break-down structure) and implications of contractor performance in relation to the contract requirements.

2. Assist the CO in developing a contract management plan, finalizing it with the contractor and executing it.

3. Establish a technical performance review program for evaluation of the contractor's work in accordance with the contract terms, conditions, and specifications.

✓ 4. Be familiar with appropriate sections of the FAR, EPAAR and other Agency guidelines and provide insights to the CO on technical requirements and issues.

✓ 5. Maintain a complete working file of all correspondence (or data), including but not limited to invoices initiated or received by you in connection with subject contract.

6. Serve as a member of the negotiation team (as a consultant to the CO) during negotiations by reviewing and evaluating the technical aspects of Contractor proposals and furnishing evaluation comments and recommendations to the CO.

✓ 7. Monitor the contractor's performance of the technical requirements of the contract and notify the CO in writing of any indication that the terms of the contract are not being met.

✓ 8. Inspect contract deliverables for conformance to the contract specifications and accept or reject them.

✓ 9. Maintain direct communications with the contractor and the CO. Serve as the liaison through which the contractor can relay questions and problems of a technical nature to the CO. Meet with the contractor or its designated representative on a periodic basis to keep the lines of communication open.

✓ 10. Draft technical portions of CO letters to the contractor as requested by the CO.

✓ 11. Advise the CO on contractual matters of a technical nature.

✓ 12. Recommend needed change order to the CO when in the best interest of the government including Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs).

✓ 13. Inform the CO as to the status and progress of performance under the contract and alert the CO to any potential or existing problems.

✓ 14. Monitor the contractor's use of key personnel and notify the CO of any changes in key personnel proposed by the contractor.

ED_005364I_00050989-00002

✓ 15. Review the qualifications of proposed subcontractors and the appropriateness of subcontracting work and make recommendations to the CO regarding consent to the placement of subcontractors.

✓ 16. Practice claims avoidance, halting unspecified accelerated production and/or directions of other government employees.

✓ 17. Perform timely approval of invoices to ensure Prompt Payment of those invoices

✓ 18. Evaluate all payment requests (e.g. advance, progress, etc…) based on costs/price incurred and actual work accomplished during invoice certification

✓ 19. Promptly notify the CO when absence, (e.g. on leave, emergency, etc…) and Alternate COR is not available to ensure prompt payment of invoices

✓ 20. Input, retrieve and analyze past performance evaluation report into the Contractor Performance Assessment Reporting System (CPARS) or as otherwise requested by the CO.

✓ 21. Review all contractor-furnished reports, including monthly progress reports and earned value management reports when appropriate.

✓ 22. Submit reports, such as the Quality Assurance Surveillance Report, the CO requires to perform their duties.

✓ 23. Ensure that EIT products or services, produced, or delivered by contractors or consultants meet applicable Section 508 accessibility standards or notify the CO when they are not in compliance before acceptance.

✓ 24. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.

✓ 25. Coordinate with the CO to ensure support contractors have signed nondisclosure forms.

✓ 26. Ensure administration of government-furnished property

✓ 27. Furnish the CO requests for waivers (whether generated by government or contractor personnel) along with supporting paperwork.

✓ 28. Monitor the contactor's compliance with safety and security requirements.

✓ 29. Conduct business with industry, in accordance with EPA Oder 1900.1A Interacting with Contractors and the EPA Vendor Communication Plan.

✓ 30. Maintain a professional relationship with the contractor at all times.

✓ 31. Ensure contractor completion of yearly security awareness training.

✓ 32. Provide the CO a copy of all technical correspondence with the contractor.

ED_005364I_00050989-00003

✓ 33. For WA/TO/DO CORs, maintain copies of all deliverables received under the tasking document. This file is considered a segment of the official contract file and should be forwarded to the CO/CS at the final closeout of the contract.

✓ 34. Obtain and maintain a listing of employees who will be working at the site. The list is to be kept current by assuring that employees are added and deleted from the list as appropriate. This is important to the security of the facility and your list may be used as a basis for background checks by the security office in the relevant location. A copy of this list must be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

✓ 35. Complete mandatory training required for the appointed COR level. FAC-COR certifications are valid for two years from the date of FAITAS certification.

✓ 36. Seek guidance from the CO for specific situations not covered in this

✓ 37. Report any observed fraud, waste or inefficiencies to the CO.

✓ 38. Report through normal administrative channels to Agency Inspector General (IG) and to the CO, any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.

LIMITATIONS:

As COR, you may not:

✓ 1. Make or give the appearance of being able to make contractual commitments outside the scope of the contract or execute or agree to modifications or take actions that would commit the Government to a change in contract price, quality, quantity, or delivery schedule.

✓ 2. Sign any changes or modifications to contracts and/or task order /delivery order(s).

✓ 3. Make determinations regarding issues of Contractor liability that may arise during contract performance. Such issues should be referred to the Contracting Officer.

✓ 4. Authorize the purchase or lease of Government-Furnished property.

✓ 5. Conduct negotiations or bind the Government by making any written or oral agreements with the contractor.

✓ 6. Directly or indirectly change the following:
- Pricing, cost or fee;
- Scope of the contract ore work assignment
- Delivery schedule or period of performance;
- Labor mix or level of effort; or any other terms/conditions of the contract or work assignment

✓ 7. Take part in a labor controversy or dispute involving the Contractor or its employees.

ED_005364I_00050989-00004

✓ 8. Direct the Contractor on how to perform the work.

✓ 9. Issue stop-work orders.

✓ 10. Supervise Contractor employees implicitly or explicitly which could constitute personal services.

✓ 11. Engage in conduct prejudicial to the Government.

✓ 12. Use public office for gain.

✓ 13. Impede Government efficiency or economy.

✓ 14. Lose independence or impartiality.

✓ 15. Make a Government decision outside official channels.

✓ 16. Affect adversely the public's confidence in the Government.

ACKNOWLEDGMENT STATEMENT

Please acknowledge receipt and acceptance of this appointment by signing and returning the attached sheet to the CO. Your appointment as the COR under the above numbered contract is terminated upon receipt of a written notice of termination from the appointing CO, the CO's successor, or a higher level of authority, or upon completion of the contract.

The duties and responsibilities set forth herein are not intended to be all-inclusive. As COR, you are required to consult with the CO when there are questions related to your authority. You are not authorized to redelegate your authority. If you have any questions concerning your role as COR, please contact the CO at 513-487-2171.

I understand and accept my appointment as a Level II, Work Assignment Contracting Officer's Representative (WACOR) alternate for EP-C-15-022 Option Period 2, as outlined in this letter.

_____	_____
Signature of COR (alternate)	Signature of COR Supervisor
Craig Boomgaard_____	_____
Print Name of COR (alternate)	Print Name of COR Supervisor
_____	_____
Date	Date
_____	_____
Noelle Mills Signature of Appointing CO	Date

ED_005364I_00050989-00005