Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Jerome Best <JBest@hms-seaward.com>
Sent: Tuesday, January 03, 2017 15:00
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Jakubec, Carlton J CIV NRSE HQ, N3; Fellows, Robin CIV NRSE HQ, N3; Novotny, Robert E CIV CNRSE, N3; Elizabeth Novoa; Mark Strout
Subject: [Non-DoD Source] RE: COR Appointment Memo
Attachments: Appointment as Contracting Officer's Representative 31OCT16 JBest signed.pdf

Elaine,

Per your request. Signed COR appointment letter attached.

Vr/

Jerome Best
Vice President,
Business Development
and Capture
222 Pearl Street, 3rd Floor
New Albany, IN 47150
A HMS Global Maritime Company
Office: (812) 207-2640
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-----Original Message-----
From: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 [mailto:elaine.florence@navy.mil]
Sent: Wednesday, December 21, 2016 8:56 AM
To: Jerome Best <JBest@hms-seaward.com>
Cc: Jakubec, Carlton J CIV NRSE HQ, N3 <carlton.j.jakubec@navy.mil>; Fellows, Robin CIV NRSE HQ, N3 <robin.fellows@navy.mil>; Novotny, Robert E CIV CNRSE, N3 <robert.e.novotny@navy.mil>
Subject: COR Appointment Memo

Good morning Jerome,
Please review, sign and return the attached COR Appointment Memo for Kenneth Rowe. I will be issuing memo's for the two proposed Alternate CORs, Mr. Carlton Jakubec and Mr. Robin Fellows sometime next month.

Vr,
Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center

Jacksonville, FL 32212
Phone: (904) 542-1657
Fax: (904) 542-1088

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Click here for the survey: https://www.neco.navy.mil/contracting/survey.aspx

NAVSUP FLEET LOGISTICS CENTER
CONTRACTING DEPARTMENT
110 YORKTOWN AVENUE
NAS JACKSONVILLE FL 32212

4220
224. DN
31 October 2016

From: Contracting Officer, FLC Jacksonville, FL
To: Kenneth Rowe, Contracting Officer's Representative (COR)

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) DFARS 201.602-2
(b) NAVSUPINST 4205.3(Series), Contracting Officer's Representative
(c) Contractor Performance Assessment Reporting System (CPARS)
(d) SECNAV M-5510.30, DoN Personnel Security Program Manual
(e) SECNAV M-5510.36, DoN Information Security Program Manual
(f) NAVSUPINST 5530.1E, Naval Supply Systems Command Security Manual

Encl: (1) Contract Administration Plan
(2) Contractor Invoice Review
(3) Guidance for the CPARS dated July 2014
(4) Form and Instructions for completing a Contractor Performance Assessment Reporting System
(5) FAR Table 42-1, Evaluation Rating Definitions

1. Pursuant to references (a) and (b), you are hereby appointed as the Contracting Officer's Representative (COR) under the following contract/order:

Contract Number	Contractor Name, City and State
N68836-17-C-0001	**Seaward Services, Incorporated, New Albany, IN**

2. Unless terminated, in writing, by the Contracting Officer, this appointment shall remain in effect for the life of the contract/order described above. You are responsible for providing prompt notification to the Contracting Officer if for any reason it becomes necessary to terminate your appointment as COR. Your authority as a COR may not be re-delegated. You are not authorized to appoint, delegate, re-delegate, or sub-delegate your COR responsibilities to another person.

3. As a COR, you are the technical representative of the Contracting Officer in the administration of the contract described above. Your duties include providing technical direction and guidance, as necessary, with respect to the specification or statement of work and monitoring the performance of work under the contract. You are to perform your duties in accordance with references (a), (b), (c), enclosure (1), and any amplifying instructions provided herein or provided in writing by the Contracting Officer at a later date. Additionally, you are required to review contractor invoices utilizing enclosure (2).

4. In accomplishing your duties as a COR you are cautioned to ensure the contract does not become a personal services contract through your actions or the actions of other Government personnel who may assist you in the performance of your duties. You are requested to notify the Contracting Officer, requiring activity manager and your supervisor immediately of any significant event or deficiency associated with contract/order performance.

5. Additional duties as a COR concern the recording and reporting of contractor performance. In accomplishing these duties you are required to carefully review and comply with enclosure (3) to ensure your assessment of the contractor's performance is properly recorded. The applicable format to report the contractor's performance under this contract is hereby provided as enclosure (4). You are required to submit your Contractor Performance Assessment on-line in the Contractor Performance Assessment Reporting System (CPARS) Automated Information System (AIS), which can be accessed at https://www.cpars.gov/cparsmain.htm. In order to fulfill this function you will require a User ID and Password, which can be obtained from the Procurement Contracting Officer (PCO).

6. You are to pay particular attention to the timely review of invoices to ensure labor hours, labor mix, materials (if any), travel, and other direct costs identified are consistent and reasonable for the effort completed during the period covered by the invoice. For all cost-reimbursement invoices:

(a) validate and confirm prime contractor and subcontractor Other Direct Costs (ODCs), labor hours, and material costs;

(b) review the subcontractor back-up documentation associated with each invoice to ensure its validity and reasonableness; and

(c) verify receipt of all services claimed to have been provided on an invoice. If a contractor refuses to provide cost and back-up information, or the information provided is insufficient, contact the Contracting Officer.

7. You are not authorized, either by this letter, or by references (a) and (b), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or delivery order), or to direct the accomplishment of effort which would exceed the scope of the basic contract (or delivery order). You may be held personally liable for any unauthorized acts. In addition to potential pecuniary liability, CORs may also be subject to administrative or disciplinary action. Whenever there is the potential that discussions may impact any of the areas described above, contact the PCO or Ordering Officer for guidance. You must be especially cautious when providing an interpretation of specifications. The understanding reached or the technical direction given, must be formalized in writing and reviewed by the PCO first, and then provided to the contractor with copies provided to the Contracting Officer (Ordering Officer if a delivery order is involved). The contractor shall notify the Contracting Officer in writing if the contractor is of the opinion that the ACOR's interpretation is erroneous.

8. You are required to maintain a file for each contract/order assigned. Reference (b) provides a detailed listing of elements to include. Your COR file should include the following, at a minimum:

a. Certificate of required COR training;

b. Original of the COR Appointment letter (signed and acknowledge);

c. Copy of contract/order and all modifications;

d. Minutes of Post-Award Conference, if conducted;

e. Copy of all Technical Direction Letters issued;

f. Copy of all other correspondence, including e-mails between COR and the contractor, including any approvals provided; Copy of trip reports of every visit that has been made to the contractor's facility (if applicable);

g. Copy of all invoices and receipt documents;

h. Copy of COR Monthly Reports;

i. Copy of Quality Assurance Surveillance Plan (QASP), if applicable;

j. Copy of all contractor data/Contract Data Requirements List (CDRL) submissions and the COR's analysis of these submissions;

k. Record of any inspections witnessed by the COR under the contract/order, including when and how the inspections were accomplished and the results;

l. Copy of PCO annual review of the COR;

The COR file will be maintained until the end of contract/order performance, when it will be turned over to the contracting officer for inclusion as part of the official contract file.

9. You must obtain COR refresher training every three years to remain eligible for a COR appointment or to maintain COR appointment on an existing contract/order.

10. You must complete required ethics training and submit an OGE Form 450, annually, to remain eligible for a COR appointment or to maintain COR appointments on an existing contract/order.

11. COR management must affirm that the COR will be afforded necessary resources (time, supplies, equipment and opportunity) to perform all designated functions.

12. Specific duties, in addition to those required by references (a) and (b) are as follows:

a. Ensure the Contractor coordinates all security and access requirements directly through the Requiring Activity's Security Manager (RASM). The following security requirements are mandatory for all contracts and at all locations:

(1) Identify investigation requirements in accordance with reference (d). (All personnel working for the Government require a favorably completed investigation.)

(2) Identify Information Assurance (IA) requirements, to include IA training requirements.

(3) Annually, and upon change, provide the RASM with an accurate roster of all contractor personnel working under this contract (to include task order, delivery, modifications, etc).

(4) In accordance with reference (e), all contracts requiring access to classified information or material shall include a valid DD Form 254 approved and endorsed by the RASM. Only security managers are authorized to sign the DD Form 254. Detailed guidance for the completion of the DD Form 254 can be found in reference (f).

b. This section of the ACOR letter shall be tailored by the Contracting Officer to fit the particular contract situation. The following are examples of direction which could be used for this tailoring:

(1) Responsible for controlling all Government technical interface with the contractor.

(2) Responsible for ensuring copies of all Government technical correspondence are forwarded to the Contracting Officer (and Ordering Officer) for placement in the official contract (delivery order) file.

(3) Responsible for promptly furnishing documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the Contracting Officer (and Ordering

Officer) for placement in the contract (delivery order) file.

(4) Responsible for completing and signing the Contractor Invoice Review Form, enclosure (2), for all contract invoices. Forward copies of the form to the Procurement Contracting Officer (PCO), Administrative Contracting Officer (ACO), and the Defense Contract Audit Agency (DCAA). In Wide Area Work Flow (WAWF) this is done electronically.

(5) In the event of contractor delay or failure to perform, determine the cause and make recommendations for appropriate corrective and/or preventive measures to the Contracting Officer (and Ordering Officer).

(6) Periodically check contractor performance to ensure that the individual contractor employees are of the skill levels required and are actually performing at the levels charged during the period covered. Via the Contracting Officer (Ordering Officer), request assistance from DCAA as necessary.

(7) Check contractor performance to ensure the labor hours charged appear consistent and reasonable, and any travel charged was necessary and actually occurred.

(8) Ensure any Government Furnished Property is accounted for and adequately monitored.

(9) Complete an "interim" CPARS report, annually in the CPARS AIS within 45 days of the anniversary of the first day of performance under the contract. The "final" CPARS report shall be completed within 45 days of the end of the performance period. Only a "final" CPARS report is required for contracts with a period of performance less than one-year.

(10) Assign CPARS ratings consistent with procedures established in FAR Subpart 42.1503. The purpose of CPARS is to ensure contractor performance data is current and available for use in source selection. Contracting Officers are required to use the CPARS data when making award decisions. Accordingly, each CPARS report evaluation shall:

(a) Include a clear, non-technical description of the principal purpose of the contract.

(b) Include clear relevant information that accurately depicts contractor performance based on objective facts.

(c) Utilize ratings as defined in FAR Table 42-1, Evaluation Ratings Definitions. A copy of FAR Table 42-1 is attached for your convenience.

(d) Include sufficient information necessary to justify the ratings assigned. (See Table 42-1 for justification requirements.

(11) Take the on-line "Quality and Narrative Writing" training prior to completing the initial CPARS report, and then annually as a refresher prior to completing subsequent CPARS reports.

(12) Ensure the Facilities Security Officer or Security POC coordinate various security requirements with the Requiring Activity's Security Manager. Examples of such requirements include, but may not be limited to the following: initiation of security background investigations, security in-processing, security briefings, coordinating applications for the Contractor Verification System and applying for a Common Access Card for the appropriate Government facility; access to Government IT systems and Security Out-Processing.

Darryl [illegible] 31 Oct 2016

Contracting Officer Signature and Date

ACKNOWLEDGEMENT AND ACCEPTANCE OF APPOINTMENT:

Kenneth Rowe 11-2-2016
COR Signature Date

COR NOMINATING OFFICIAL ACKNOWLEDGEMENT:

CP [illegible] 14 Nov 16
COR Nominating Official Signature Date

(The COR and COR Nominating Official shall retain one copy of this letter, signed by the above parties, and shall return one copy to the Contracting Officer (and Ordering Officer) within 10 days of receipt for the required contractor acknowledgement and final distribution.

CONTRACTOR ACKNOWLEDGEMENT:

Company

Jerome Best VP-BD 3 Jan 2016
Name and Title Date

(Contractor must acknowledge receipt of this letter by counter-signing one copy and returning it to the Contracting Officer).