## **CHANGE REQUEST COVER SHEET**

Change Request Number: 10-80 **Date Received:** 6/8/2010

**Title:** Invoicing Guidance Changes

Name: Tim Eckert

**Phone:** (202) 267-7527

Policy OR Guidance: Guidance

**Section/Text Location Affected:** T3.3.1A.14, T3.10.1 Appendices 1 and 10

Summary of Change: Adjustments to invoicing guidance and invoicing sections of COTR Delegation

Memorandum and File Creation and Maintenance Guide

**Reason for Change:** Primarily, clarification of responsibilities of individuals regarding the acceptance and certification of invoices based on many questions from the contracting community. Secondarily, update provisions administratively to reflect current electronic payment process

Development, Review, and/or Concurrence: Acquisition Policy Division; Legal; and Contracting Organizattions at FAA HQ, Centers, and Regions (ARC)

Target Audience: FAA Contracting Workforce and Program Offices

Potential Links within FAST for the Change: None

**Briefing Planned:** No

**ASAG Responsibilities:** None

**Potential Links within FAST for the Change:** None

Links for New/Modified Forms (or) Documents (LINK 1) null

Links for New/Modified Forms (or) Documents (LINK 2) null

Links for New/Modified Forms (or) Documents (LINK 3) null

#### SECTIONS EDITED:

Procurement Guidance:

T3.10.1 Contract Administration

**Appendices** 

Section 10 : Appendix 10 - Guide for Creating and Maintaining Contract

Administration Files [Old Content] [New Content] [RedLine Content]

Procurement Guidance:

T3.10.1 Contract Administration

**Appendices** 

Section 1: Appendix 1 - COTR Delegation Memorandum [Old Content][New Content]

[RedLine Content]

**Procurement Guidance:** 

T3.3.1 - Contract Funding, Financing & Payment

Contract Funding, Financing & Payment

Section 14: Invoices [Old Content] [New Content] [RedLine Content]

## **SECTIONS EDITED:**

## Section 10 : Appendix 10 - Guide for Creation and Maintenance of Contract Administration Files

**Old Content:** <u>Procurement Guidance</u>:

T3.10.1 Contract Administration

Appendices

Section 10: Appendix 10 - Guide for Creation and Maintenance of Contract

**Administration Files** 

## GUIDE FOR CREATION AND MAINTENANCE OF CONTRACT ADMINISTRATION FILES

The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained files allow contracting personnel to quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

## 1. Establishing Contract Administration Files (or Basic Contract Files).

Contract File folders should be used for all files related to the contract. Labels on folders should be typed so they can be easily read and should include the contract number and title of contents (e.g., Basic Contract Folder, Modification Folder, Voucher/Invoice Folder). The Basic Contract File should include the documents listed in the subparagraphs below. Documents should be placed in the folder(s) in the order listed in the "Contract Organization and File Content List" (see Procurement Forms in FAST) and separated by marked tabs or in separate folders. The

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"Contract Organization and File Content List" should be annotated with the contractor's mailing address and fax number, contractor's point of contact and telephone numbers, Contracting Officer's Technical Representative (COTR) name and telephone number, and Quality Reliability Officer (QRO) name and telephone number.

- a. <u>Basic Contract Documents</u>. A copy of the table of contents should be included in each folder of the Basic Contract File. (Some contracts are large enough to require more than one folder.)
  - 1. Original Signed Contract (SF26) Sections A thru J.
  - 2. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed.
  - 3. Requisition or procurement request (PR) and appropriate automated procurement system award form.
  - 4. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda.
  - 5. Any other applicable documents listed in the Contract Organization and File Content List.
- b. <u>Contract Data Requirements List (CDRL) Folder</u>. Copies of documents delivered under CDRLs should be filed in the order received, with each version separated by tabs.
- c. <u>Voucher/Invoice Folder</u>. Each voucher/invoice should be filed with its signed voucher/invoice approval certification and record of payment (e.g., "PAID" sheet from Accounting). Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.
- d. <u>Working Copy of the Contract</u>. A working copy of the contract should be maintained electronically and in hard copy in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification is issued. To facilitate this process, all modifications should be issued with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font).
- e. <u>Other Contract Folders</u>. Folders should be created for the following contract documentation, as applicable:
  - 1. Incoming Correspondence.
  - 2. Outgoing Correspondence.
  - 3. Subcontracts.
  - 4. Government Furnished Property/Information.
  - 5. Memoranda to the File.
  - 6. Program Management Reviews/Progress /Status Reports.
  - 7. Quality Reliability Officer (QRO) Reports.
  - 8. Contractor and Industrial Security.
  - 9. Modifications.

## 2. Processing Vouchers/Invoices.

a. <u>Financial Spreadsheet</u>. A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract.

## b. Processing Vouchers/Invoices.

- 1. Review each submission for errors;
- 2. Record costs and fees separately in spreadsheets;
- 3. Log receipt of voucher/invoice (in AFM tracking systems, if applicable);
- 4. Forward to COTR for review and approval, note date sent to COTR (in AFM tracking system, if applicable);
- 5. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR release;
- 6. Upon return from COTR, sign and complete;
- 7. Make a copy of approval certification and invoice;
- 8. Place in voucher/invoice folder:
- 9. Any disallowances should be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
- 10. Send invoice to Accounts Payable;
- 11. After copy is received from Accounts Payable stamped "PAID," place this copy on top of the applicable voucher/invoice;
- 12. Confirm payment was made; and
- 13. Conduct periodic reviews with Accounts Payable.

## 3. Correspondence

## a. Processing Incoming Correspondence.

- 1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
- 2. Incoming correspondence by serial number, CDRL number or reference, subject, and date.
- 3. Review the correspondence and take action as required. If the correspondence requires COTR review and/or action, be sure to give the COTR a suspense date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File."

4. If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in paragraph (3)(b), below.

## b. Processing Outgoing Correspondence.

- 1. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each folder. Completed log sheets can be filed in hand-written form; however, if the information is typed in a Microsoft Word document, the log can be searched electronically.
- 2. Log all outgoing correspondence using the next available serial number, entering CDRL number or reference, subject, and date. (Note: to make outgoing correspondence easier to track, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.)
- 3. When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence directory to create and store electronic copies of correspondence. The serial number from the outgoing correspondence log should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference.
- 4. The file copy of letters to the contractor should be filed in the outgoing correspondence folder with relevant documents.

## 4. Processing Modifications to the Basic Contract

## a. Preparing the Modification.

Each modification should include: A SF30 or appropriate automated procurement system modification form to meet the requirements of the specific modification. If a SF30 is used to award the modification, the file must also contain the automated procurement system modification form.

- 1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
- 2. A preamble summarizing all changes included in the modification.
- 3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
- 4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the SF30 and automated procurement system modification form.
- 5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.
- b. <u>Distributing the Modification</u>. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.

- c. <u>Filing the Modification</u>. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder. Copies of the modified/changed contract pages should be filed in the working copy of the contract. The electronic version of the working contract should be updated to include the changed pages.
  - 1. Signed SF30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
  - 2. Requisition or PR.
  - 3. Distribution Sheet.
  - 4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

## d. Other Actions Related to Modifications:

- 1. Update or create appropriate financial spreadsheets (described in paragraph 2.a); and
- 2. Create a Modification Summary Table. This document provides a quick reference documenting by modification number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

## 5. Preparing Memoranda to the File.

Typed or hand-written notes should be prepared to document telephone calls and meetings, and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

## 6. Maintaining the Subcontract File.

If applicable, ensure that the contract has an approved Subcontracting Plan that has been incorporated into the contract by reference and has been made an attachment to the basic contract. File copies of all subcontracts in the Subcontract File. Ensure that the contractor submits SF294/SF295 electronically. Review SF294/SF295 for completeness as they are received.

## 7. Processing CDRLs

a. <u>Submission and Review of CDRLs</u>. The contractor should submit CDRLs in hard copy or electronically in accordance with the contract (Block 15 of CDRL). Procedures should be established to ensure that all CDRLs are reviewed by the CO and responsible program/technical representatives and that comments are provided to the CO in a timely manner. Most CDRLs have a time limit for Government review and response. The document transmitting comments to the CO should be filed so it can be used to support COTR/technical review.

- b. <u>Processing Comments and Changes to and Approving CDRLs</u>. CDRL discrepancy forms should be developed to transmit comments to the contractor. Comments regarding CDRLs and approval of CDRLs should be transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter should include re-submittal requirements if applicable. The transmittal letter should be filed in the outgoing correspondence folder. Changes to CDRLs, including extensions to submission or review dates, should include adequate consideration. These revisions must be documented in a contract modification establishing the new terms.
- c. <u>Tracking CDRLs</u>. The CO should create a tracking system to manage submission of all CDRLs.

**New Content:** <u>Procurement Guidance</u>:

T3.10.1 Contract Administration

**Appendices** 

**Section 10 : Appendix 10 - Guide for Creating and Maintaining Contract Administration Files** 

The following guidance is intended to assist contracting personnel maintain contract files and perform contract administration. When contracting personnel invest time at contract award to create files and tracking tools, and maintain those files as changes occur, it ultimately helps reduce time required for contract administration and closeout. Organized and maintained files allow contracting personnel to quickly and easily locate documents and information when needed, making contract administration more efficient and less burdensome. The procedures outlined below provide enough detail for effective administration of large contracts. For administration of smaller contracts, contracting personnel can choose those sections that apply.

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- a. <u>Basic Contract Documents</u>. A copy of the table of contents should be included in each folder of the Basic Contract File. (Some contracts are large enough to require more than one folder.)
  - 1. Original Signed Contract Sections A thru J.
  - 2. Distribution Sheet (the Distribution Sheet should be annotated with the date each copy of the contract was distributed.

- 3. Requisition or procurement request (PR) and appropriate automated procurement system award form.
- 4. Copies of COTR, QRO, Property Administrator, and Contract Administrator Designation memoranda.
- 5. Any other applicable documents listed in the Contract Organization and File Content List.
- b. <u>Contract Data Requirements List (CDRL) Folder</u>. Copies of documents delivered under CDRLs should be filed in the order received, with each version separated by tabs.
- c. <u>Voucher/Invoice Folder</u>. Each voucher/invoice should be filed with its signed voucher/invoice approval certification and record of payment. Vouchers/invoices should be filed chronologically. A financial spreadsheet should be filed on the left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.
- d. Working Copy of the Contract. A working copy of the contract should be maintained electronically and in hard copy in a binder. Both copies should be updated to reflect the most current version of the contract each time a modification is issued. To facilitate this process, all modifications should be issued with contract change pages. Changes in the contract change pages should be highlighted (e.g., bold, shaded, or italicized font).
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  - 5. Memoranda to the File;
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  - 7. Quality Reliability Officer (QRO) Reports;
  - 8. Contractor and Industrial Security; and
  - 9. Modifications.

## 2. Processing Vouchers/Invoices.

- a. <u>Financial Spreadsheet</u>. A financial spreadsheet should be developed to track total contract obligations and invoice payments. This provides the current balance of contract funds. For contracts containing many Contract Line Item Numbers (CLINs), it may be helpful to develop a spreadsheet for each CLIN. For contracts containing task orders, it may be helpful to develop a spreadsheet for each task order. If spreadsheets are created for each CLIN or task order, a summary financial spreadsheet should be created to provide the current balance of funds for the entire contract.
- b. Processing Vouchers/Invoices.

- 1. Review each voucher/invoice for errors;
- 2. Record costs and fees separately in spreadsheets;
- 3. Forward voucher/invoice to COTR or FAA Program Office designee for review and acceptance in PRISM, noting date sent to COTR/designee;
- 4. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release;
- 5. Upon confirmation of acceptance in PRISM by COTR/designee, authorize payment of invoice;
- 6. Make a copy of approval certification and invoice;
- 7. Place in voucher/invoice folder;
- 8. Any disallowances must be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
- 9. Confirm payment was made; and
- 10. Conduct periodic reviews of payments with Accounts Payable.

## 3. Correspondence

## a. Processing Incoming Correspondence.

- 1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
- 2. Incoming correspondence by serial number, CDRL number or reference, subject, and date.
- 3. Review the correspondence and take action as required. If the correspondence requires COTR review and/or action, be sure to give the COTR a suspense date and file a copy of the e-mail or memo and correspondence in a "COTR Suspense Desk File."
- 4. If the appropriate action includes providing a response to the contractor, prepare a written response using the outgoing correspondence procedures described in paragraph (3)(b), below.

## b. Processing Outgoing Correspondence.

- 1. Create an outgoing correspondence log sheet. Completed log sheets should be filed on the right side of each folder. Completed log sheets can be filed in hand-written form; however, if the information is typed in a Microsoft Word document, the log can be searched electronically.
- 2. Log all outgoing correspondence using the next available serial number, entering CDRL number or reference, subject, and date. (Note: to make outgoing correspondence easier to track, it can be helpful to include in the correspondence serial number the calendar or fiscal year and program acronym.)

- 3. When preparing outgoing correspondence, it is helpful to create an electronic outgoing correspondence directory to create and store electronic copies of correspondence. The serial number from the outgoing correspondence log should be typed in the top right corner of the outgoing letter. The subject line of the letter should be included in the log for quick reference.
- 4. The file copy of letters to the contractor should be filed in the outgoing correspondence folder with relevant documents.

## **4. Processing Modifications to the Basic Contract**

## a. Preparing the Modification.

Each modification should include an SF-30 or appropriate automated procurement system modification form to meet the requirements of the specific modification. If an SF-30 is used to award the modification, the file must also contain the automated procurement system modification form.

- 1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
- 2. A preamble summarizing all changes included in the modification.
- 3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
- 4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the SF-30 and automated procurement system modification form.
- 5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.
- b. <u>Distributing the Modification</u>. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.
- c. *Filing the Modification*. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder. Copies of the modified/changed contract pages should be filed in the working copy of the contract. The electronic version of the working contract should be updated to include the changed pages.
  - 1. Signed SF-30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
  - 2. Requisition or PR.
  - 3. Distribution Sheet.
  - 4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

## d. Other Actions Related to Modifications:

- 1. Update or create appropriate financial spreadsheets (described in paragraph 2.a); and
- 2. Create a Modification Summary Table. This document provides a quick reference documenting by modification number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

## 5. Preparing Memoranda to the File.

Typed or hand-written notes should be prepared to document telephone calls and meetings, and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

## **6.** Maintaining the Subcontract File.

If applicable, ensure that the contract has an approved Subcontracting Plan that has been incorporated into the contract by reference and has been made an attachment to the basic contract. File copies of all subcontracting documentation in the Subcontract File. Ensure that the contractor submits the required subcontracting information to the Electronic Subcontracting Reporting System (eSRS) electronically in accordance with AMS clause 3.6.1-4 "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010).

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**Red Line Content:** Procurement Guidance:

T3.10.1 Contract Administration

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## **Appendices**

Section 10 : Appendix 10 - Guide for Creation Creating and Maintenance Maintaining of Contract Administration Files GUIDE FOR CREATION AND MAINTENANCE OF CONTRACT ADMINISTRATION FILES

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left side of each Voucher/Invoice Folder. Guidance on creating financial spreadsheets can be found in paragraph (2)(a), below.

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## b. Processing Vouchers/Invoices.

- 1. Review each submission voucher/invoice for errors;
- 2. Record costs and fees separately in spreadsheets;
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- 4. Set up a "Voucher Suspense Desk File" with a copy of the approval certification; note date due to Accounts Payable. Set a suspense date a few days earlier to trigger COTR/designee acceptance and release;
- 5. Upon <u>confirmation</u> returnof from acceptance in <u>PRISM by</u> COTR/<u>designee</u>, <u>authorize</u> sign and complete payment of invoice;
- 6. Make a copy of approval certification and invoice;

- 7. Place in voucher/invoice folder;
- 8. Any disallowances should <u>must</u> be noted with a memo to the file explaining the deduction and/or rejection and steps taken to notify the contractor. A letter should be written to the contractor explaining the deduction and/or rejection and a copy included with the invoice;
- 9. Send invoice to Accounts Payable; After copy is received from Accounts Payable stamped "PAID," place this copy on top of the applicable voucher/invoice; Confirm payment was made; and
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## 3. Correspondence

## a. <u>Processing Incoming Correspondence</u>.

- 1. Create an incoming correspondence log sheet. As correspondence is received, it should be annotated in the log and filed in the incoming correspondence folder. Completed log sheets should be filed on the right side of each folder on top of incoming correspondence. Completed log sheets can be filed in hand-written form; however, if the information is typed in an electronic document, the log can be searched electronically.
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## **4. Processing Modifications to the Basic Contract**

## a. Preparing the Modification.

Each modification should include: <u>Aan SF30SF-30</u> or appropriate automated procurement system modification form to meet the requirements of the specific modification. If <u>aan SF30SF-30</u> is used to award the modification, the file must also contain the automated procurement system modification form.

- 1. A modification summary, each page of which should be annotated with the contract, requisition, modification, and page numbers. The modification summary should include:
- 2. A preamble summarizing all changes included in the modification.
- 3. A section by section, detailed description of the changed or modified parts of the contract. This description should include from/to statements to explain the change.
- 4. If funds are involved, Section G is always modified to show the new CLIN and appropriation data and amount as well as the affect the modification has on total contract value. This amount should match the amount on the \$\frac{\text{SF30}}{\text{SF-30}}\$ and automated procurement system modification form.
- 5. Contract change pages (with changes highlighted) for the working copy of the contract. The modification number should be printed in the top left corner of each modified page.
- b. <u>Distributing the Modification</u>. Prepare a Distribution Sheet to document proper distribution of the modification. Annotate the Distribution Sheet with the date distribution was made.
- c. <u>Filing the Modification</u>. The modification file should include the documents listed in the subparagraphs below. If the modification is large enough to be filed in its own folder, it is helpful to include a table of contents listing the modification and all other supporting documents included in the folder. Copies of the modified/changed contract pages should be filed in the working copy of the contract. The electronic version of the working contract should be updated to include the changed pages.
  - 1. Signed SF30SF-30 and automated procurement system modification form, the modification, and any associated documents (e.g., memoranda to the file, Determinations and Findings, contractor proposals, negotiation memoranda)
  - 2. Requisition or PR.
  - 3. Distribution Sheet.
  - 4. Any other applicable documents listed in the "Contract Organization and File Content List-Modifications" checklist.

## d. Other Actions Related to Modifications:

- 1. Update or create appropriate financial spreadsheets (described in paragraph 2.a); and
- 2. Create a Modification Summary Table. This document provides a quick reference documenting by modification number the description, type (bilateral or unilateral), dollar amount, and date of each modification. The electronic version of the table can be searched, allowing quick retrieval of modification information.

## 5. Preparing Memoranda to the File.

Typed or hand-written notes should be prepared to document telephone calls and meetings, and filed in a single folder as memoranda to the file. These notes should include a list of participants, the topic, the date, and action items assigned for each telephone call and meeting.

## **6.** Maintaining the Subcontract File.

If applicable, ensure that the contract has an approved Subcontracting Plan that has been incorporated into the contract by reference and has been made an attachment to the basic contract. File copies of all <u>subcontractssubcontracting documentation</u> in the Subcontract File. Ensure that the contractor submits <u>the SF294/SF295required subcontracting information to the Electronic Subcontracting Reporting System (eSRS)</u> electronically <u>in accordance with AMS clause 3.6.1-4 Review "Small, SF294/SF295Small for Disadvantaged, Women-Owned, completenessand as Service-Disabled they are Veteran Owned received Small Business Subcontracting Plan (January 2010).</u>

## 7. Processing CDRLs

- a. <u>Submission and Review of CDRLs</u>. The contractor should submit CDRLs in hard copy or electronically in accordance with the contract (Block 15 of CDRL). Procedures should be established to ensure that all CDRLs are reviewed by the CO and responsible program/technical representatives and that comments are provided to the CO in a timely manner. Most CDRLs have a time limit for Government review and response. The document transmitting comments to the CO should be filed so it can be used to support COTR/technical review.
- b. <u>Processing Comments and Changes to and Approving CDRLs</u>. CDRL discrepancy forms should be developed to transmit comments to the contractor. Comments regarding CDRLs and approval of CDRLs should be transmitted to the contractor under a transmittal letter prepared by the CO. The transmittal letter should include re-submittal requirements if applicable. The transmittal letter should be filed in the outgoing correspondence folder. Changes to CDRLs, including extensions to submission or review dates, should include adequate consideration. These revisions must be documented in a contract modification establishing the new terms.
- c. <u>Tracking CDRLs</u>. The CO should create a tracking system to manage submission of all CDRLs.

## Section 1: Appendix 1 - COTR Delegation Memorandum

**Old Content:** <u>Procurement Guidance</u>:

T3.10.1 Contract Administration

**Appendices** 

Section 1 : Appendix 1 - COTR Delegation Memorandum

**SAMPLE** 

# CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No.[*Insert*]. As such your duties are to assist the Contracting Officer in the administration of the contract through performance and closeout. This delegation may be changed only by the Contracting officer in writing. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

## **AUTHORITY:**

As COTR, 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. Make recommendations to the Contracting Officer when it appears that there is a need for a change in scope or terms of contract in the event the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
- 3. Perform, or cause to be performed, inspection(s) necessary for the acceptance of deliverables (including contract line item numbers (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, onsite surveillance visits may be required.
- 4. Assist the contractor in interpreting the contract specifications or technical requirements provided that any interpretation or clarification that the COTR provides is within the limitations prescribed later in this delegation.
- 5. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.
- 6.\*\* Obtain and maintain a listing of employees who will be working at the site. The list is to be kept current by assuring that new employees are added and employees who are terminated are deleted from the list. 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 shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

(\*\*This applies to services contracts only where the contractor will work on a Government site.)

## **RESPONSIBILITIES:**

As COTR, you have the responsibility to: FAST Version 10/2010 CR 10-49

- 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. Attend at least 24 hours of initial COTR training within three months of appointment and obtain 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.
- 3. Establish a technical performance review program for evaluation of the contractor's work.
- 4. Coordinate with Contracting Officer whether support contractors have signed nondisclosure forms and liaison agreement.
- 5. Review the Contractor's performance of the technical requirements of the contract in accordance with the contract terms, funding, conditions, and specifications. Notify the Contracting Officer, in writing, of any indication that the terms of the contract are not being met.
- 6. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all FAA contracts.
- 7. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.
- 8. Maintain liaison and direct communications with the Contractor and the Contracting Officer. Meet with the Contractor or his designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.
- 9. Draft technical portions of Contracting Officer letters to the contractor.
- 10. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.
- 11. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the Contracting Officer.
- 12. Assist the Contracting Officer in negotiating supplemental agreements.
- 13. Advise the Contracting Officer on contractual matters of a technical nature.
- 14. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.
- 15. Inform the Contracting Officer as to the status and progress of performance under the contract.

- 16. Alert the Contracting Officer to any potential or existing problems.
- 17. Submit reports the Contracting Officer requires to perform his/her duties.
- 18. Provide the Contracting Officer a copy of all technical correspondence with the contractor.
- 19. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.
- 20. Furnish the Contracting Officer requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
- 21. Furnish copies of written communication between you and the contractor to the Contracting Officer.
- 22. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
- 23. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.
- 24. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.
- 25. Maintain an arms-length relationship with the contractor.
- 26. Practice claims avoidance, halting unspecified accelerated production and/or directions of other Government employees.
- 27. Review all contractor-furnished reports, including any earned value management reports when appropriate.
- 28. Conduct business with industry in a manner that is above reproach.
- 29. Date stamp the receipt time of all vouchers or invoices.
- 30. Evaluate progress payment requests against the contractor's efforts including schedule, quality, performance, and the general progress of the acquisition,
- 31. Return improper vouchers or invoices to the Contractor within 7 days of receipt.
- 32. Perform acceptance by three-way matching of invoices in Prism.
- 33. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.

- 34. Assist in the analyses of engineering change proposals (ECPs) and value engineering change proposals (VECPs), validating and calculating estimated savings and the contractor's share for VECPs.
- 35. Ensure administration of government furnished property.
- 36. Report through normal administrative channels to the DOT Inspector General (IG) and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.
- 37. As required by FAA Order 1600.72A. ensure completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

## LIMITATIONS:

As COTR, you shall 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 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. Take part in a labor controversy or dispute involving the contractor or its employees.
- 5. Direct the contractor on how to perform the work.
- 6. Issue stop-work orders.
- 7. Supervise contractor employees implicitly or explicitly which could constitute personal services.
- 8. Engage in conduct prejudicial to the Government.
- 9. Use public office for gain.
- 10. Impede Government efficiency or economy.
- 11. Lose independence or impartiality.
- 12 Make a Government decision outside official channels.

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13. Affect adversely the public's confidence in the Government.

The duties and responsibilities set forth herein are not intended to be all-inclusive. As COTR, you are required to consult with the Contracting Officer when there are questions about your authority. This delegation will remain in effect for the duration of the contract unless revoked, in writing, by the Contracting Officer. You are not authorized to redelegate your authority. If you have any questions concerning your role as COTR, please contact me at [insert phone number].

**New Content:** Procurement Guidance:

T3.10.1 Contract Administration

**Appendices** 

Section 1 : Appendix 1 - COTR Delegation Memorandum

#### **SAMPLE**

## CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No.[*Insert*]. Your duties are to assist the Contracting Officer administer the contract through performance and closeout. Only the Contracting Officer may, in writing, change this delegation. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

## **AUTHORITY:**

As COTR, you have the authority to:

- 1. Perform surveillance of the contract work and conduct inspections necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
- 2. Make recommendations to the Contracting Officer when it appears there is a need for a change in scope or terms of contract if the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
- 3. Perform, or cause to be performed, inspection(s) necessary for accepting deliverables (including Contract Line Item Numbers (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, on-site surveillance visits may be required.
- 4. Assist the contractor interpret the contract specifications or technical requirements, provided any interpretation or clarification that the COTR gives is within the limitations prescribed later in this delegation.

- 5. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.
- 6.\*\* Obtain and maintain a list of employees who will be working at the site. The list is to be kept current by assuring new employees are added and terminated employees are deleted from the list. 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 shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

(\*\*This applies to services contracts only where the contractor will work on a Government site.)

## **RESPONSIBILITIES:**

As COTR, you have the responsibility to:

- 1. Be familiar with and understand contract requirements (SOW, specification, CLINs and work breakdown structure, and implications of contractor performance in relation to the contract requirements.
- 2. Attend at least 24 hours of initial COTR training within three months of appointment and obtain 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.
- 3. Establish a technical performance review program for evaluation of the contractor's work.
- 4. Coordinate with Contracting Officer whether support contractors have signed nondisclosure forms and liaison agreements.
- 5. Review the Contractor's performance of the technical requirements of the contract according to the contract terms, funding, conditions, and specifications. Notify the Contracting Officer, in writing, of any indication that the terms of the contract are not being met.
- 6. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all applicable FAA contracts.
- 7. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.
- 8. Maintain liaison and direct communications with the contractor and the Contracting Officer. Meet with the contractor or its designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.
- 9. Draft technical portions of Contracting Officer letters to the contractor.

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- 10. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.
- 11. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the Contracting Officer.
- 12. Assist the Contracting Officer in negotiating supplemental agreements.
- 13. Advise the Contracting Officer on contractual matters of a technical nature.
- 14. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.
- 15. Inform the Contracting Officer as to the status and progress of performance under the contract.
- 16. Alert the Contracting Officer to any potential or existing problems.
- 17. Submit reports the Contracting Officer requires to perform his/her duties.
- 18. Provide the Contracting Officer a copy of all technical correspondence with the contractor.
- 19. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.
- 20. Furnish the Contracting Officer requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
- 21. Furnish copies of written communication between you and the contractor to the Contracting Officer.
- 22. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
- 23. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.
- 24. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.
- 25. Maintain an arms-length relationship with the contractor.
- 26. Practice claims avoidance, halting unauthorized accelerated production and/or directions of other Government employees.
- 27. Review all contractor-furnished reports, including any earned value management reports when appropriate.

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- 28. Conduct business with industry in a manner that is above reproach.
- 29. Evaluate progress payment requests against the contractor's efforts including schedule, quality, performance, and the general progress of the acquisition,
- 30. Advise the Contracting Officer of any questions regarding vouchers or invoices so that they may be brought to the contractor's attention and resolved in a timely manner if possible.
- 31. Perform acceptance by 3-Way matching of goods/services in PRISM.
- 32. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.
- 33. Assist in the analyses of Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs), validating and calculating estimated savings and the contractor's share for VECPs.
- 34. Ensure administration of government furnished property.
- 35. Report through normal administrative channels to the DOT Inspector General (IG) and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.
- 36. As required by FAA Order 1600.72A. ensure completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

## LIMITATIONS:

As COTR, you must 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 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. Take part in a labor controversy or dispute involving the contractor or its employees.
- 5. Direct the contractor on how to perform the work.
- 6. Issue stop-work orders.

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7. Supervise contractor employees imservices.	plicitly or explicitly which could constitute personal
8. Engage in conduct prejudicial to the Government.	
9. Use public office for gain.	
10. Impede Government efficiency or economy.	
11. Lose independence or impartiality.	
12 Make a Government decision outside official channels.	
13. Affect adversely the public's confidence in the Government.	
The duties and responsibilities set forth herein are not intended to be all-inclusive. As COTR, you are required to consult with the Contracting Officer when there are questions about your authority. This delegation will remain in effect for the duration of the contract unless revoked, in writing, by the Contracting Officer. You are not authorized to redelegate your authority. If you have any questions concerning your role as COTR, please contact me at [ <i>insert phone number</i> ].	
Name of Contracting Officer	
COTR Name Date	

By signing this document, the designated COTR is stating that the mandatory COTR Training Course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.

**Red Line Content:** Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 1 : Appendix 1 - COTR Delegation Memorandum

## **SAMPLE**

## CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No.[Insert]. As such\_yourYour duties are to assist the Contracting Officer in the administration of administer the contract through performance and closeout. This delegation may be changed only\_byOnly the Contracting officerOfficer may, in writing, change this delegation. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

## <u>AUTHORITY</u>:

As COTR, 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. Make recommendations to the Contracting Officer when it appears that there is a need for a change in scope or terms of contract in the eventif the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
- 3. Perform, or cause to be performed, inspection(s) necessary for the acceptance of <u>accepting</u> deliverables (including <u>contract line item numbers Contract Line Item Numbers</u> (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, on-site surveillance visits may be required.
- 4. Assist the contractor in interpreting <u>interpret</u> the contract specifications or technical requirements, provided that any interpretation or clarification that the COTR <u>provides gives</u> is within the limitations prescribed later in this delegation.

- 5. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.
- 6.\*\* Obtain and maintain a listing list of employees who will be working at the site. The list is to be kept current by assuring that new employees are added and employees who are terminated employees are deleted from the list. 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 shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

(\*\*This applies to services contracts only where the contractor will work on a Government site.)

#### **RESPONSIBILITIES:**

As COTR, you have the responsibility to:

- 1. Be familiar with and understand contract requirements (SOW, specification, CLINs and workbreak down <u>breakdown</u> structure, and implications of contractor performance in relation to the contract requirements.
- 2. Attend at least 24 hours of initial COTR training within three months of appointment and obtain 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.
- 3. Establish a technical performance review program for evaluation of the contractor's work.
- 4. Coordinate with Contracting Officer whether support contractors have signed nondisclosure forms and liaison agreementagreements.
- 5. Review the Contractor's performance of the technical requirements of the contract in accordance according with to the contract terms, funding, conditions, and specifications. Notify the Contracting Officer, in writing, of any indication that the terms of the contract are not being met.
- 6. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all *applicable* FAA contracts.
- 7. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.
- 8. Maintain liaison and direct communications with the Contractor contractor and the Contracting Officer. Meet with the Contractor or hisits designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.

- 9. Draft technical portions of Contracting Officer letters to the contractor.
- 10. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.
- 11. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the Contracting Officer.
- 12. Assist the Contracting Officer in negotiating supplemental agreements.
- 13. Advise the Contracting Officer on contractual matters of a technical nature.
- 14. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.
- 15. Inform the Contracting Officer as to the status and progress of performance under the contract.
- 16. Alert the Contracting Officer to any potential or existing problems.
- 17. Submit reports the Contracting Officer requires to perform his/her duties.
- 18. Provide the Contracting Officer a copy of all technical correspondence with the contractor.
- 19. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.
- 20. Furnish the Contracting Officer requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
- 21. Furnish copies of written communication between you and the contractor to the Contracting Officer.
- 22. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
- 23. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.
- 24. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.
- 25. Maintain an arms-length relationship with the contractor.
- 26. Practice claims avoidance, halting <u>unspecified unauthorized</u> accelerated production and/or directions of other Government employees.

- 27. Review all contractor-furnished reports, including any earned value management reports when appropriate.
- 28. Conduct business with industry in a manner that is above reproach.
- 29. Date stamp the receipt time of all vouchers or invoices. 30. Evaluate progress payment requests against the contractor's efforts including schedule, quality, performance, and the general progress of the acquisition,
- 3130. ReturnAdvise the Contracting Officer of any questions improperregarding vouchers or invoices so that they may be brought to the Contractor contractor's within 7 days attention and resolved of in a receipt timely manner if possible.
- 32<u>31</u>. Perform acceptance by three<u>3</u>-way <u>Way</u> matching of invoices <u>goods/services</u> in <u>PrismPRISM</u>.
- 33<u>32</u>. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.
- 34<u>33</u>. Assist in the analyses of engineering <u>Engineering</u> change proposals <u>Change Proposals</u> (ECPs) and <u>value <u>Value</u> engineering change proposals <u>Engineering Change Proposals</u> (VECPs), validating and calculating estimated savings and the contractor's share for VECPs.</u>
- 35<u>34</u>. Ensure administration of government furnished property.
- 3635. Report through normal administrative channels to the DOT Inspector General (IG) and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.
- 3736. As required by FAA Order 1600.72A. ensure completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date-training was received.

## LIMITATIONS:

As COTR, you-shall *must* 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 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.

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5. Direct the contractor on how to perform the work.
6. Issue stop-work orders.
7. Supervise contractor employees implicitly or explicitly which could constitute personal services.
8. Engage in conduct prejudicial to the Government.
9. Use public office for gain.
10. Impede Government efficiency or economy.
11. Lose independence or impartiality.
12 Make a Government decision outside official channels.
13. Affect adversely the public's confidence in the Government.
The duties and responsibilities set forth herein are not intended to be all-inclusive. As COTR, you are required to consult with the Contracting Officer when there are questions about your authority. This delegation will remain in effect for the duration of the contract unless revoked, in writing, by the Contracting Officer. You are not authorized to redelegate your authority. If you have any questions concerning your role as COTR, please contact me at [insert phone number].
_
Name of Contracting Officer
•
•
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4. Take part in a labor controversy or dispute involving the contractor or its employees.

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By signing this document, the designated COTR is stating that the mandatory COTR Training Course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.

**Date** 

-

## **Section 14: Invoices**

**Old Content:** Procurement Guidance:

T3.3.1 - Contract Funding, Financing & Payment

Contract Funding, Financing & Payment

**Section 14: Invoices** 

- a. Proper Invoice.
  - (1) In order for FAA to make payment under a contract, a proper invoice must be submitted to FAA by the contractor.
  - (2) A proper invoice contains the following:
    - (a) Name and address of contractor.
    - (b) Invoice date.
    - (c) Contract number (to include applicable order numbers and contract line item numbers (CLIN).
    - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
    - (e) Shipping and payment terms, to include, when applicable:
      - (i) Shipment number and date of shipment;
      - (ii) Bill of lading number and weight (for government bills of lading); and
      - (iii) Prompt payment discount terms.
    - (f) Name and address of contractor official to whom payment is to be sent.

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- (g) Name, title, phone number, and mailing address of person to be notified of a defective invoice.
- (h) Other information required by the contract (i.e. certified payrolls, evidence of shipment, etc).
- b. Invoice Routing and Acceptance.
  - (1) All contracts must include the FAA employees (or offices) to whom invoices are to be sent.
  - (2) Invoices must be date stamped when received by FAA, and this date will serve as the reference point for Prompt Payment standards (see Prompt Payment in this section).
  - (3) When COs create awards in PRISM, they will be required to select whether the invoice matching for payment in Delphi will be two (2) or three (3) way match. Detailed information on invoice matching and acceptance requirements can be found on the PRISM website.
    - (a) Three (3) way match: 3-Way match requires the presence of an award, an invoice, and the acceptance of the payment, by line, in PRISM. Examples include:
      - (i) Awards for services not placed on recurring payment;
      - (ii) Awards for construction; and
      - (iii) Copy overages associated with awards for copier maintenance.
    - (b) Two (2) way match: 2-Way match requires the presence of an award and invoice without the need for manual acceptance in PRISM.
      - (i) Award that include Fast Payment procedures;
      - (ii) Awards for services placed on recurring payment; and
      - (iii) Leases and utilities.
  - (4) Varying locations in FAA may have specialized routing of invoices for supplies, services, or construction; however, examples of the routing and acceptance of a proper invoice are below:
    - (a) Supplies and services not on recurring payment:

- (i) One original and one copy of the invoice will be delivered to accounting (AMZ-110), while one original will be sent to both the CO and Contracting Officer's Technical Representative (COTR).
- (ii) Once received by accounting, the invoice will be date stamped and assigned to an accounts payable (A/P) technician.
- (iii) The A/P technician will send an e-mail notification to the CO and COTR requesting acceptance of the invoice and completion of the Invoice Certification sheet.
- (iv) Based on documentation or a receiving report from the COTR and the presence of a proper invoice, the CO will perform acceptance in PRISM and complete the Invoice Certification sheet and return it by e-mail to the A/P technician.
- (v) The A/P technician will verify that all invoice requirements have been met and process the invoice for payment once the Invoice Certification sheet is received through e-mail from the CO.
- (vi) Copies of all payment documentation will be retained in the contract file.

Note: Information regarding recurring payment, including invoicing, can be found under Recurring, Provisional, and Advance Payments in this section.

## (b) Construction:

- (i) One original and one copy of the invoice will be delivered to the CO.
- (ii) Once received and determined to be proper, the contracts office will date stamp the invoice.
- (iii) A periodical estimate will be delivered to the CO by the COTR.
- (iv) After review of the invoice and periodical estimate, the CO will perform acceptance in PRISM.
- (v) Once approved by the CO, the invoice, periodical estimate, and an authorization for payment will be provided to accounting (AMZ-110).
- (vi) Once reviewed and paid by the A/P technician, notice of payment will be sent to the CO.
- (vii) Copies of all payment documentation will be retained in the contract file.

**New Content:** <u>Procurement Guidance</u>:

T3.3.1 - Contract Funding, Financing & Payment

Contract Funding, Financing & Payment

**Section 14: Invoices** 

- a. Proper Invoice.
- (1) In order for FAA to make payment under a contract, a proper invoice must be submitted to FAA by the contractor. If the invoice does not meet the definition of a proper invoice per section (2) below, it must be rejected within seven (7) days of receipt.
- (2) A proper invoice contains the following:
- (a) Name and address of contractor;
- (b) Invoice date:
- (c) Contract number (to include applicable order numbers and Contract Line Item Numbers (CLINs);
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- (e) Shipping and payment terms, to include, when applicable:
- (i) Shipment number and date of shipment,
- (ii) Bill of lading number and weight (for government bills of lading), and
- (iii) Prompt payment discount terms.
- (f) Contractor or bank address where electronic payment is to be sent;
- (g) Name, title, phone number, and mailing address of person to be notified of a defective invoice;
- (h) Other information required by the contract (i.e. certified payrolls, evidence of shipment, etc); and.
- (i) Invoice number, account number, and/or any other identifying umber agreed under the contract.
- b. Invoice Routing and Acceptance.
- (1) All contracts must specify the FAA employees (or offices) to whom invoices are to be sent.

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- (2) Invoices must be date stamped when received by FAA Accounting as specified under (b)(4) below, and this date will serve as the reference point for Prompt Payment standards (see Prompt Payment in this Section).
- (3) When COs create awards in PRISM, they will be required to select whether the invoice matching for payment in Delphi will be Two (2) or Three (3) Way match. Detailed information on invoice matching and acceptance requirements can be found on the PRISM website.
- (a) Three (3) Way match: 3-Way match requires the presence of an award, an invoice, and the acceptance of the good(s) and/or services, by line, in PRISM. The acceptance of the good(s) and/or services in PRISM must annotate the date(s) good(s) were delivered or the services were provided as well as the date(s) of acceptance, where applicable. Most awards will be on a 3-Way match basis except those authorized for a 2-Way match as specified under (b)
- (b) Two (2) Way match: 2-Way match requires the presence of an award and invoice without the need for manual acceptance in PRISM, and is authorized for the following types of procurements:
  - (i) Awards that include Fast Payment procedures;
  - (ii) Awards for services placed on Recurring Payment; and
  - (iii) Leases and utilities.
- (4) Varying locations in FAA may have specialized routing of invoices for supplies, services, or construction; however, in all cases, one original of the invoice must be delivered to accounting (AMZ-110). The routing and acceptance of a proper invoice should generally follow these steps:
- (a) One original of the invoice will be delivered to accounting (AMZ-110), while one original will be sent to both the CO and Contracting Officer's Technical Representative (COTR). Electronic submission of invoices will be allowed per Agency finance guidelines and prior agreement with the finance office;
- (b) Once received by accounting, the invoice will be date stamped unless received electronically and assigned to an Accounts Payable (A/P) technician;
- (c) The A/P technician will send an e-mail notification to the CO and COTR requesting acceptance of the invoice and completion of the an invoice certification sheet or other payment documentation;
- (d) Based on documentation or a receiving report from the COTR and the presence of a proper invoice, the COTR or CO will perform acceptance in PRISM if necessary for a 3-Way match. If a 2-Way match, the COTR or CO will ensure that the supplies and/or services on the invoice have been received. When a COTR has not been designated, the CO may designate in writing a FAA Program Office employee to perform acceptance in PRISM. After invoice review and any

acceptance, the CO will complete an invoice certification sheet or other payment documentation for the contract file and advise the A/P technician that the invoice is ready for payment;

- (e) The A/P technician will then verify that all invoice requirements have been met and process the invoice for payment; and
- (f) Copies of all payment documentation will be retained in the contract file.
- (5) Additional guidance regarding various special types of payment (such as Fast Payment and Recurring Payment) may be found elsewhere in this Section.

## **Red Line Content:** Procurement Guidance:

T3.3.1 - Contract Funding, Financing & Payment Contract Funding, Financing & Payment

**Section 14: Invoices** 

- a. Proper Invoice.
  - (1) In order for FAA to make payment under a contract, a proper invoice must be submitted to FAA by the contractor. <u>If the invoice does not meet the definition of a proper invoice per section (2) below, it must be rejected within seven (7) days of receipt.</u>
  - (2) A proper invoice contains the following:
    - (a) Name and address of contractor:
    - (b) Invoice date:
    - (c) Contract number (to include applicable order numbers and contract line item numbers Contract Line Item Numbers (CLINCLINS):
    - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed:
    - (e) Shipping and payment terms, to include, when applicable:
      - (i) Shipment number and date of shipment;
      - (ii) Bill of lading number and weight (for government bills of lading); and
      - (iii) Prompt payment discount terms.
    - (f) Name <u>Contractor</u> and <u>or bank</u> address of contractor official to <u>where</u> whom <u>electronic</u> payment is to be sent.:

- (g) Name, title, phone number, and mailing address of person to be notified of a defective invoice.
- (h) Other information required by the contract (i.e. certified payrolls, evidence of shipment, etc); *and*.
- (i) Invoice number, account number, and/or any other identifying umber agreed under the contract.
- b. Invoice Routing and Acceptance.
  - (1) All contracts must-include <u>specify</u> the FAA employees (or offices) to whom invoices are to be sent.
  - (2) Invoices must be date stamped when received by FAA <u>Accounting as specified under</u> (b)(4) below, and this date will serve as the reference point for Prompt Payment standards (see Prompt Payment in this section <u>Section</u>).
  - (3) When COs create awards in PRISM, they will be required to select whether the invoice matching for payment in Delphi will be two Two (2) or three Three (3) way Way match. Detailed information on invoice matching and acceptance requirements can be found on the PRISM website.
    - (a) Three (3) way Way match: 3-Way match requires the presence of an award, an invoice, and the acceptance of the paymentgood(s) and/or services, by line, in PRISM. The Examplesacceptance include: of the good(is)—Awards for and/or services not placed on recurring in PRISM must annotate payment; the date(iis)—Awardsgood(s) for were construction; delivered and or the services were provided as well as the date(iiis) of acceptance, where applicable. Copy overages Most awards associated with will be awards on a 3-Way match basis except those authorized for copiera maintenance. 2-Way match as specified under (b)
    - (b) Two (2) way Way match: 2-Way match requires the presence of an award and invoice without the need for manual acceptance in PRISM<sub>-</sub>, and is authorized for the following types of procurements:
    - \_\_\_\_\_(i) AwardAwards that include Fast Payment procedures;
      \_\_\_\_\_(ii) Awards for services placed on recurring paymentRecurring Payment;
      and
      \_\_\_\_\_(iii) Leases and utilities.
  - (4) Varying locations in FAA may have specialized routing of invoices for supplies, services, or construction; however, examples in all cases, one original of the invoice

<u>must be delivered to accounting (AMZ-110). The</u> routing and acceptance of a proper invoice are below: (a) <u>Supplies and services</u> <u>should</u> not on recurring payment<u>generally</u> <u>follow these steps</u>:

- (ia) One original and one copy of the invoice will be delivered to accounting (AMZ-110), while one original will be sent to both the CO and Contracting Officer's Technical Representative (COTR). <u>Electronic submission of invoices</u> will be allowed per Agency finance guidelines and prior agreement with the finance office;
- (iib) Once received by accounting, the invoice will be date stamped <u>unless</u> <u>received electronically</u> and assigned to an <u>accounts payable Accounts Payable</u> (A/P) technician-;
- (iiic)-The A/P technician will send an e-mail notification to the CO and COTR requesting acceptance of the invoice and completion of the Invoicean Certificationinvoice certification sheet or other payment documentation;
- (ivd)- Based on documentation or a receiving report from the COTR and the presence of a proper invoice, the *COTR or* CO will perform acceptance in PRISM and complete the Invoice Certification sheet and returnif it bynecessary for ea 3mail to the A/P Way technician match. (v) The A/P technician will verify If a that 2-Way allmatch, invoice requirements have been met and processthe COTR or CO will ensure that the invoicesupplies for and/or payment onceservices on the Invoice Certification invoice sheet is have been received through e-mail from the CO. (vi) Copies of all payment documentation will be retained When a COTR has <u>not been indesignated</u>, the contract file. Note: Information regarding recurring <u>CO</u> payment, may including designate invoicing, in can be found underwriting a FAA Program Recurring, Office Provisional, employee and Advance Payments to perform acceptance in this sectionPRISM. (b) Construction: (i) One original and one copyAfter invoice review and any ofacceptance, the invoiceCO will be delivered to the CO. (ii) complete an Once received and determined to be invoice certification sheet or other payment proper, documentation the contracts office will date stampfor the contract file and advise the invoice. (iii) A-periodical estimate will be <u>P</u> delivered to <u>technician that</u> the <u>COinvoice</u> by the <u>is ready</u> COTR.for payment;
- (ive) After review of the invoice and <u>The</u> periodical <u>A/P</u> estimate, <u>technician</u> the CO will perform acceptance in <u>will then verify that all invoice</u> PRISM.

  (v) <u>requirements</u> Once approved by the <u>have been met and</u> CO, <u>process</u> the invoice, <u>periodical for</u> estimate, <u>payment;</u> and
- (f) an authorization for <u>Copies of all</u> payment <u>documentation</u> will be <u>provided to accounting retained in the (AMZ-110) contract file</u>.

(vi5) Once reviewed Additional and paid by guidance the regarding A/P various technician, special notice types of payment will be sent to (such the as CO. (vii) Copies Fast of all payment Payment and Recurring documentation Payment) will may be retained found in the contract file elsewhere in this Section.