CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

a. All pre-award duties such as solicitation, negotiation and award of contracts.

b. Any information or questions during the pre-award stage of the procurement.

c. Freedom of Information inquiries.

d. Changes in contract terms and/or conditions.

e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of contract performance. The COR shall ensure that the voucher is clearly marked as a “Final Voucher.”

d. Contract Modifications.

(1) The COR is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.