



**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION (SEC)
Office of Acquisitions
100 F. Street NE
Washington, D.C. 20549**

Appointment Letter Instructions for CORs and their Supervisors

1. COR Responsibilities and Duties

A. General Guidelines

1. Read and understand the terms and conditions of the contract to which you have been assigned.
2. Your appointment remains in effect through the life of the contract or until a new COR has been appointed.
3. You are the “eyes and ears” of the CO. It is your duty to keep the CO fully informed of problems with the contract as they arise so the CO has the opportunity to resolve them.
4. Inform the CO as soon as possible if a contract has problems, needs to be modified, or needs to be extended.
5. Use discretion and sound judgment in your interaction with the Contractor.
6. You shall uphold the terms of the contract and not ask the contractor to do work that is outside of the contract’s terms. Only the CO can make changes to the contract or allow deviations from what is in the written contract. You may be financially and legally liable if you go outside the scope of the contract. Always contact your CO if you are in doubt.

B. Training

1. You must have a current Federal Acquisition Certification (FAC-COR) to be appointed as a COR on a contract, and you must keep it current for as long as you serve on a contract.
2. Be familiar with the FAI and SEC FAC-COR certification and recertification requirements.

C. Ethics and Procurement Integrity

1. SEC and federal government ethics requirements are tied to the FAC-COR certification and not to your appointment as a COR to a contract. You must abide by the SEC Ethics Office’s financial disclosure and ethics requirements including filing and maintaining an updated OGE Form 450 – Confidential Financial Disclosure Report for as long as you have the FAC- COR certification. An OGE Form 450 must be submitted within 30 days to your office’s Administrative Officer for review, signature, and submission to Office of Ethics Counsel. Failure to file within the allotted timeframe will result in suspension of your FAC-COR certification until such time as the OGE Form 450 has been submitted.
2. Attend the SEC Ethics Office’s training annually and read, understand, and abide by the ethics rules for all federal employees as outlined by the U.S. Office of Government Ethics’ (OGE) document, “Standards of Ethical Conduct for Employees of the Executive Branch” and OGE’s “Ethics and Procurement Integrity”, and the SEC Ethics Handbook.”
3. You are prohibited from seeking employment with a contractor/offeree during any stage of the acquisition process and shall check restrictions on post-employment with the SEC Office of the Ethics Counsel.
4. You may not release information about the contract or the contractor/offeree during any stage of

the acquisition process (check with the CO about what, if any, information that can be released to anyone).

5. Maintain an “arms-length” relationship with the contractor, be impartial, and avoid the appearance of preferential treatment. Government business shall be conducted in a manner above reproach.
6. You shall not solicit or accept, directly or indirectly, any bribe, gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who has or is seeking to obtain business with the SEC or has interests that may be substantially affected by your performance or nonperformance as a COR.
7. If you have financial or other interests, direct or indirect, which may pose a conflict of interest between you as a COR and the Contractor, you shall immediately advise your supervisor and CO of the conflict so that appropriate actions may be taken. For additional information on conflicts of interest, consult the SEC Ethics Handbook.
8. Contact OEC for any questions regarding Ethics.

D. Contractor Personnel

1. You are to be the primary point of contact responsible for communicating administrative guidance for on-boarding and off-boarding of Contractor Personnel, mandatory trainings, government closures, and other events as necessary. If your contract has contractor personnel (CP), be familiar with the procedures for CP on the Exchange including: entry and exit, security requirements, phone and computer access, and other government furnished property.
2. Ensure that new CP have everything they need to begin work on the first day they arrive.
3. Ensure CP are not performing inherently governmental services.
4. Ensure CP are not performing personal services. Do not allow for the appearance of an employer-employee relationship.
5. Do not supervise CP employees or interfere in any way with the Contractor’s assignment of work, management, or labor relations. You may not approve leave of any kind as this is the function of the CP’s program manager or company.
6. Ensure that CP follow the rules such as taking required mandatory training.
7. Ensure that on-site CPs participate in evacuation and shelter-in-place drills and emergencies. If there is an incident, notify the CO and the Program Manager. Depending on the nature of the incident, notification of Security, OEEO, or the OIG may be appropriate.
8. You are responsible for tracking and updating of the names of CP working on your contract in the Contractor Personnel List. The Office of Acquisitions will request this information from you on a regular basis and you are expected to provide an accurate listing.

E. Contract Management

1. As a COR, use of Acquisition Request Intake electronic System (ARIEs) for acquisition and Modification request submissions is mandatory as of October 1, 2020. It is the portal for new awards and current contracts. ARIEs provides:
 - Centralization of SEC new acquisition and contract modification requests in an easy-to-use submission portal;
 - Pre-filled document templates and automatic filing of completed acquisition forms;
 - Improved collaboration between OA staff and our Division/Office partners through automated workflow and approvals; and
 - Reporting of all new acquisitions and modification of current SEC contracts.
2. As a COR, you must be familiar with the following:
 - a. The contract and the supplies that are to be delivered and/or services that are to be performed;
 - b. FAR Part 46, Quality Assurance, which describes the responsibilities for inspections,

- conformity, and compliance of products and services; and
- c. Contract administration guidance specific to the SEC. *Continuous administration* of services contracts is crucial to ensure contracted work is being performed, deliverables are acceptable and on time, quality controls are in place, and non-personal services are being maintained.
 - d. Methods to conduct continuous oversight:
 - Quality Assurance Surveillance Plan (QASP),
 - Status Meetings,
 - Progress Reports, and
 - Being observant that employees do not supervise contractors or continuously direct their work.
3. Maintain a complete COR contract file in eFile and include, as applicable, the following:
 - a. Invoice supporting documents
 - b. Expended Fund Tracker
 - c. Deliverables
 - d. CP Onboarding-Offboarding
 - e. Contracting training verifications
 - f. Non-Disclosure Agreement (NDA) for CP
 - g. Performance correspondence
 - h. Documentation of any actions/decisions made and the reason they were made
 - i. Records of conversations with the contractor
 - j. All contract correspondence
 - k. Records of COR inspections
 - l. List of Government Furnished Property (GFP)
 4. As a COR, you must do the following:
 - a. Provide contract oversight to ensure that all required items, work products, documentation, data and/or reports are submitted as required by the contract;
 - b. Perform final inspection and acceptance of all deliverables required under the contract. See 3(h) below on Contract Closeout;
 - c. Upload to eFile a copy of all correspondence sent to the Contractor;
 - d. Protecting Non-Public Information - Ensuring encryption of Nonpublic Information & Personally Identifiable Information (PII);
 - e. When requested by the CO, participate in evaluations, negotiations, modifications, and other aspects of contract management;
 - f. Plan early if a contract has option years and recommend, in writing to the CO, whether to exercise an option; and
 - g. If you need to extend your contract's Period of Performance (POP) and your contract has FAR clause 52.217-8, Option to Extend Services, notify your CO as early as possible. Check with your CO or the Exchange for Procurement Administrative Lead Time (PALT) guidelines.
 5. Contract Performance Assessment Reporting System (CPARS):
 - a. On contracts where the total value (base and all options) is greater than or equal to the Simplified Acquisition Threshold (SAT) \$250,000.
 - b. Generally every 12 months if period of performance is greater than 365 days.
 - c. Reports are due 120 calendar days after end of assessment period.
- Note: Contracts and orders for expert witnesses are exempt from CPARS reporting*

F. Invoicing

1. The COR's approval of an invoice indicates acceptance and that the invoice conforms to the terms of the contract.
2. Invoices are received and approved through the Delphi automated financial system. CORs are

required to request access and maintain an active Delphi account by logging into the system at least every 30 days, around the time of appointment to a contract. CORs are required to review and either accept or reject all invoices and vouchers (henceforth referred to as “invoices”) within 7 days of receipt of the invoice.

3. Ensure that –
 - a. The products and services being invoiced have been received by the SEC and meet contract requirements or standards. Approve only after the delivery or performance is satisfactorily completed.
 - b. The invoice indicates the contract line item number (CLIN) or numbers and the amount the contractor is billing against each CLIN if the contract contains multiple CLINs.
 - c. Unit prices, billing rates, period of performance, etc. are correct and conform to the contract.
4. Indicate when an invoice is –
 - a. Being partially paid for a partial delivery.
 - b. The final invoice which signifies to the Government that the contractor will not request further payments and the Government has met its obligation.
5. Reject the invoice if there are –
 - a. Performance problems (the COR must first obtain approval from the CO);
 - b. Defective products (the COR must first obtain approval from the CO);
 - c. Non-allowable costs;
 - d. Delivery problems (delivered to wrong location, partial delivery received but invoice is for full delivery, etc.);
 - e. References to incorrect CLIN(s) in the invoice; or
 - f. Amounts that are not accurate, and there is no explanation.
6. Return an improperly billed invoice as soon as possible with a note explaining why it should not be paid.
7. Immediately notify the vendor of any and all errors and actions taken.
8. Keep an invoice tracking sheet, such as an Excel spreadsheet, in order to have an accurate amount of how much has been spent and how much is still available at any given time.

G. Problems with Contract

1. Inform the contractor and CO in writing if the contractor is not complying with the requirements of the contract. All non-compliance communication should be in writing and copies kept in the contract file.
2. Notify the CO when the contractor’s performance does not meet contract requirements. Ensure documentation of performance problems are documented in eFile and reflected in CPARS.

H. Contract Closeout

All contracts must be closed out once a contractor has delivered all goods and services detailed in the contract, the Government has accepted them, and all costs have been settled between the contractor and the Government. The COR must:

1. Notify the CO when a contract is nearing completion or has ended;
2. Work with the CO to determine what needs to be done to close out the contract;
3. Complete the Closeout Package (available via eFile). Evaluate the contractor’s performance in CPARS for contracts \$250,000 and over, except expert witness contracts; and
4. Make sure your COR file is complete, all documents in the COR folder are marked as “final,” and notify your CO when completed and no additional information needs to be added. Procurement and contract records will be maintained in eFile for the required retention period of six (6) years.

2. Suspension and Termination of Duties

- A. Notify the CO and program office immediately so that another COR can be appointed and transitioned in smoothly and timely.
- B. A COR's appointment may be terminated for a number of reasons including the following:
 - 1. Contract is closed out;
 - 2. COR leaves the SEC employment;
 - 3. COR is reassigned to new duties;
 - 4. COR's FAC-COR or equivalent certifications lapses; or
 - 5. COR fails to comply with COR responsibilities.
- C. The COR being replaced must:
 - 1. Ensure that the COR file in eFile is up-to-date;
 - 2. Provide a complete briefing of the contract to the new COR (if this is not possible, it should be given to the COR's supervisor); and
 - 3. If still employed by the SEC, remain available to the new COR if he/she has any questions about the contract.
- D. Depending on the specific reason, termination may affect the COR's appointment only on the contract for which a termination action has been taken, or it may preclude the COR being appointed for any other contract.
- E. For serious or repeated infractions of the rules set out in this document, the CO may: request one-on-one meeting with COR's supervisor, OA Branch Chief, require you to take specific training, temporarily suspend your appointment, or terminate your appointment and schedule a meeting with OA Assistant Director. Depending on the offense, appropriate SEC personnel may impose additional or other administrative and/or disciplinary actions. A final determination will be made by the OA Assistant Director to reinstate or not reinstate the COR.

3. Limits of COR Authority

- A. Contracts are legally-binding documents. In the federal government, COs are given exclusive authority to enter into contracts on behalf of the government. Only a CO can make changes to or allow deviations from a contract. CORs may be legally and financially liable for any decisions made that are outside of their authority.
- B. **CORs DO NOT HAVE THE AUTHORITY TO:**
 - 1. Demand or approve of any work outside the terms of the contract;
 - 2. Give direction to a contractor that is contrary to the terms of the contract;
 - 3. Grant deviations, waive any terms and conditions, or allow substitutions;
 - 4. Change the period of performance;
 - 5. Request quotes or proposals from the contractor for additional work;
 - 6. Authorize the purchase of equipment;
 - 7. Authorize the furnishing of Government property beyond the terms and conditions of the contract;
 - 8. Authorize subcontracting or the use of consultants;
 - 9. Authorize work beyond the dollar limit of the contract;
 - 10. Approve shifts of funding between line items of the budget;
 - 11. Approve travel or other direct costs except as provided for in the contract;
 - 12. Authorize the use of overtime as prescribed in FAR Part 22.103-3 and FAR Part 22.103-4; or
 - 13. Re-delegate any COR responsibilities or duties.
- C. A COR exceeding his/her authority may be subject to administrative and/or disciplinary action by the SEC, suspension or termination of his/her COR's appointment, and possible financial responsibility for costs approved by the COR outside the terms of a contract.
- D. Depending the nature of the offense, the CO may resolve compliance violation by:
 - 1. Verbally counseling the COR;

2. Requiring the COR to take specific training or work with a mentor;
3. Temporarily suspending the COR's appointment; or
4. Terminating the COR's appointment.

4. Alternate COR (ACOR) Responsibilities

- A. Program offices are strongly encouraged to appoint an ACOR to all contracts. This is especially true for contracts with 50 or more CP.
- B. An ACOR is a COR, and therefore, must follow the rules and guidance outlined in this operating procedure.
- C. If a COR is absent due to leave, or otherwise unavailable to carry out the duties, the appointed ACOR assumes all of the responsibilities and duties assigned to the COR. At the beginning a COR appointment, a COR and ACOR must work out the details of transferring responsibilities when the COR is absent.
- D. An ACOR may be assigned regular duties for the contract; in these cases, the COR would remain responsible for the overall contract.

5. COR's Supervisor Responsibilities

- A. Become familiar with the COR responsibilities and duties outlined in this document.
- B. Understand the needs of the contract and nominate a COR who can:
 1. Provide a high-level of service;
 2. Competently monitor and/or administer the contract; and
 3. Perform the duties in a timely manner.
- C. Do not nominate the same employee as a COR for more than a few contracts. It can become difficult for one person to oversee more than a few contracts based on the complexities of administration. The CO will check the number of contracts or CP a COR has prior to appointment. As a rule of thumb, the COR should not be responsible for more than 50 CP without additional staff to support.
- D. Based on COR Workload, type of contract and complexity of the contract, consider nominating an ACOR at the same time as the primary COR is nominated (this is also good practice in case of absence of the primary COR or need to reprioritize workload).
- E. Support your employee in meeting the demands of the COR position.
- F. Allow the COR time to take the required training to receive and maintain the FAC-COR certification at the appropriate level for the contracts on which the COR serves and allow the COR to include such classes in the COR's Individual Development Plan (IDP).
- G. Ensure each COR nominee has a current FAC-COR or an equivalent certification at the appropriate level for the contract.
- H. Ensure that the COR maintains an arms-length relationship with contractors and is not acting as a supervisor. Notify the CO as soon as possible if problems arise in the COR's relationship with the contractor.
- I. Inform the CO as soon as possible if:
 1. A contract has problems, needs to be modified, or needs to be extended, or
 2. The COR is transferred, reassigned, or absent for a significant period of time. Only a CO may re-delegate the role of COR to another employee.
- J. Consider the COR's performance as part of the employee's annual performance appraisal.
- K. When a COR leaves the SEC or is replaced with another COR, the departing COR must ensure that all documentation has been uploaded to eFile Section D, COR-PM.
- L. SEC offices/divisions maintain a pool of qualified CORs prior to the need.
- M. Communicate program needs to the COR and CO so that there is a common understanding of expectations.
- N. Keep the CO apprised of any changes affecting the COR and/or the contract.

6. Resources available to the COR

- A. CORs may may ask questions directly of their COs (contract-related), to “Acquisition-Policy@sec.gov (policy-related questions), CORprogram@sec.gov (certification, training, and CP List questions), and Acquisitions-PRInbox@sec.gov (what to submit in the procurement package).
- B. There is a “COR Information” site on the Exchange with basic how-to and training information for CORs.
- C. OA sends out COR and contract-related developments by e-mail from the CORProgram mailbox.
- D. OA provides monthly COR training to all CORs to help them keep up with continuous learning requirements.
- E. COR training is available in FAI, DAU, LEAO, and SkillSoft.

7. Resources available to Supervisors

- A. The COR Information site mentioned above also has information for supervisors.
- B. COR Program Manager at CORProgram@sec.gov.

Your designation as COR shall remain in effect through the closeout of the award unless revoked sooner by the CO in writing. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the CO. If you are reassigned or separated, request termination and relief from your duties from the CO sufficiently in advance of your reassignment or separation to permit timely selection and designation of a successor COR.