



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

MAY 11 2010



Department of the Interior Acquisition Policy Release (DIAPR) 2010-18

Subject: Authorities and Delegations Notice to Contractors

References: Department of the Interior, 48 CFR Chapter 14, Acquisition Regulation Rewrite; Interim Rule, effective date May 17, 2010

1. Purpose:

This DIAPR establishes standard contractual language informing contractors of the authority of the Contracting Officer and limits of delegated authority of Contracting Officer's Representatives (CORs) and Contracting Officer's Technical Representatives (COTRs).

2. Effective Date:

May 17, 2010

3. Expiration Date:

This DIAPR will remain in effect until Department of the Interior Acquisition Regulations (DIAR) clause 1452.201-70 is promulgated containing the Authorities and Delegations notice.

4. Background and Explanation:

The DIAR Rewrite Interim Rule was published in the Federal Register with an effective date of May 17, 2010. One of the changes included in the revised DIAR is the requirement at 1401.670-1 for Contracting Officers to include a clause in contracts under which a COR or COTR will be appointed. The text of the referenced clause was inadvertently left out of the published interim rule, and will be promulgated as a clause in a future rulemaking action. In the interim, this DIAPR establishes standard contractual language that provides notice to Contractors of the authority of the CO and the limits of the delegated authority of his or her designated COR or COTR.

5. Action Required:

Contracting Officers must include the following Authorities and Delegations notice in all new solicitations and contracts issued on or after May 17, 2010, under which a COR or COTR will be appointed, and complete the fill-in before award. This requirement implements DIAR 1401.670-1, which requires insertion of a contract clause. The following standard language will be promulgated as a DIAR clause within the next year. The notice text will be uploaded into the Financial and Business Management System (FBMS) as a

template for insertion into Section G of the solicitation or contract, and must be included as an attachment to applicable orders and contracts on which the Uniform Contract Format is not used.

AUTHORITIES AND DELEGATIONS (MAY 2010)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

[fill in name, address, telephone numbers, and email address of COR at award]

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a

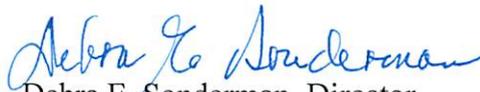
direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of notice)

Please disseminate this guidance within your bureau. It will also be available on the web at <http://www.doi.gov/pam/diapr.html>. You may contact Tiffany Schermerhorn of PAM on (202) 513-0747 or Tiffany_Schermerhorn@ios.doi.gov if you have any questions regarding this policy issuance.



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