

SYSTEMS ENGINEERING 2020 (SE-2020)

TECHNICAL OFFICER REPRESENTATIVE (TOR)

ROLES, RESPONSIBILITIES AND NOMINATION FORM

Technical Officer Representatives (TORs) may be located in various organizations and physical locations throughout the Federal Aviation Administration. The overall responsibilities of the TOR include ensuring that the contractor performs in accordance with the terms and conditions of the contract awarded under SE-2020.

As TOR you must:

1. Work cooperatively with all members of the SE-2020 Team. Provide assistance, during the task order (TO) pre-award work definition process and award phases, in the development of statements of work & independent government cost estimates, interface with various team members, and participate in meetings, and ensure that all work is within scope of SIR 1 or SIR 2. If the requirements fall within the scopes of both SIRs the work will be severed into two (2) distinct TOs.
2. Read the appropriate Section C “Statement of Work” in the base contract associated with your task order. Your COTR will provide you with a copy or provide a link to the base contract.
3. Read AMS Procurement Guidance Clause “T3.8.2.5 Service Contracting – Personal Services” (Attachment 1: PS_AMS_Guidance); before TO award. The 2020 contract vehicle does not allow for personal service task orders. You must monitor work under the task order accordingly.
4. Review the Contractor Task Plan and/or the TO technical & cost proposals in order to furnish the COTR with comments and recommendations.
5. Alert the COTR to any potential problems during TO performance.
6. Review all resumes ensuring that proposed Contractor employees meet the labor category and skill level requirements as specified in the TO SOW. Validation of resumes must be forwarded to the COTR within 3 business days of vendor submission. Failure to validate a resume may cause a delay to the start of the TO. If a TOR fails to validate any resume within the specified time period, the COTR may review without TOR input and recommend approval or disapproval of the resume.

7. Provide technical guidance to the contractor regarding the specific task requirements specified in the contract. This guidance must be within scope of the TO and the base contract only. Monitor costs, performance, and maintain a complete documentation file of all activities requested by the COTR. The TOR must rate vendor performance monthly on the TOR Task Order Performance Monitoring Report (Attachment 2: TOR_PMR_Report) and also submit a semiannual TO status report to the COTR that contains the following; a summary of the contractor's progress reports with emphasis on the vendors compliance with requirements, quality assurance, timely completion of tasks & sub tasks, and any problems associated with the TO. You must also submit a TO status report at the completion of your assignment as a TOR or at the conclusion of the contract.
8. Maintain complete files of all TO(s) assigned. This includes; work plans, contractor reports (including information on deliverables and invoices), TOR validation of all Travel & ODC requests (COTR will provide final approval) and other appropriate documents.
9. Serve as the liaison through which the Contractor can relay questions and problems of a technical nature to the COTR.
10. Report any issues regarding the Contractor's compliance with safety and security requirements to the COTR.
11. Ensure that all Government technical interfaces with the Contractor go through your office.
12. Ensure that a copy of all Government technical correspondence is forwarded to the COTR for placement in the contract file.
13. Identify and report causative factors contributing to significant slippage in the performance schedule to the COTR.
14. Monitor performance, in conjunction with the COTR, to ensure that the Contractor is complying with corrective actions.
15. Review copies of all correspondence with the Contractor concerning technical instructions to assure that the scope of the work will not be altered. Maintain a file of all technical instructions issued and a record of all deliverables received, citing their disposition.
16. Bring to the COTR's attention any inefficient or wasteful methods being utilized on this task order and making recommendations for corrective/preventive measures as appropriate.

17. Provide notification in writing to the appointed COTR if for any reason your tenure as TOR is recommended for termination, and provide supporting rationale.
18. Validate invoices & vouchers within 3 business days of vendor submission, review Progress Payment Requests and report any discrepancies to the COTR.

AS TOR you must not:

1. Delegate your responsibilities to anyone else.
2. Approve the addition or removal of any contractor personnel.
3. Allow one prime vendor to provide direction to another prime vendor or another vendor's subcontractor. Note: Within the overall SE-2020 Program, a vendor may be the prime contractor on one contract and a sub-contractor on another.
4. Issue any instruction or take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, period of performance, or any other terms and conditions of the contract or to direct the accomplishment of effort, which would exceed the scope to the contract. If doubt exists as to whether information to be furnished falls within the contract scope of work, you must contact the COTR prior to transmitting the information to the Contractor

ACKNOWLEDGEMENT STATEMENT

I have read and understand my TOR roles and responsibilities as outlined in this form. I understand that the duties and responsibilities set forth herein are not intended to be all-inclusive. Situations that have not been covered, that have created questions, or are considered beyond the scope of your authority, must be brought to the attention of the COTR, to obtain direction before proceeding with independent action. In addition, I have read and understand the section C statement of work for the base contract associated with my TO and sections 5a-d of the AMS Guidance Clause “T3.8.2 Service Contracting (Revision 14, January 2010)” in regards to personal services.

SE-2020 TORP #

TOR Name (Printed)

TOR Signature

Date

Attachment 1: **PS_AMS_Guidance**

Attachment 2: **TOR_PMR_Report**

T.3.8.2 Service Contracting

5: Personal Services (Revised 9/2006)

a. Employee/Employer Relationship. A personal service contract is a contract that, by its express terms, or *as administered*, establishes what is tantamount to an employer-employee relationship between the FAA and the contractor's personnel. Such a relationship is created when an FAA employee exercises relatively continuous supervision and control over one or more contractor employees.

b. Supervision. Supervision includes directing or assigning work to specific contractor employees; directing that a contractor employee be hired, fired, promoted, rewarded, transferred or granted leave, or exercising control over how specific contractor employees perform their job. Any one of these elements might create an employer-employee relationship and therefore a personal services contract. In addition, if the nature of the work or ability of the contractor employee(s) is such that they do not require or receive much supervision, but a FAA employee provides what supervision the contractor employee receives, then the contract is for personal services.

c. Warning Signs. Possible warning signs of when supervision might be present include: performance of the work in FAA furnished offices or property; principal tools and equipment are furnished by the FAA; the services are applied directly to the integral efforts of the FAA, or an organizational subpart in furtherance of that organization's assigned function or the FAA mission; comparable services are performed in FAA or other agencies using Government employees; and the need for the service provided can reasonably be expected to last beyond one year. The presence (or absence) of one or even all of these factors in a particular contract does not necessarily determine whether a contract is for, or being administered as, a personal services contract. Instead the presence of these factors indicates that the contract as written or administered, must be particularly carefully scrutinized to assure that FAA employees are not supervising contractor employees, and thus creating a personal services contract.

d. Monitoring/Technical Direction. Simple monitoring of a contractor's performance, providing technical direction, issuing task orders, or providing comments on the contractors' work, in accordance with the contract's terms, do not in themselves create a personal services contract. Performing any of these functions in a manner not provided for by the contract, however, could create a personal services contract as well as expose the FAA to additional liability.

TO Performance Metric	Low Score Explanation
1(a)	
2(a)	
2(b)	
2(c)	
3(a)	
4(a)	
4(b)	
5(a)	
5(b)	
6(a)	
6(b)	
7(a)	
7(b)	
8(a)	
9(a)	
9(b)	
9(c)	

*Any Performance Characteristic receiving a score of zero (0) or one (1) requires a written explanation.