



HEADQUARTERS
SENIOR CONTRACTING OFFICIAL - AFGHANISTAN
CAMP PHOENIX, AFGHANISTAN
APO AE 09320



23 November 2011

SCO-A

MEMORANDUM FOR Regional Contracting Centers (RCCs)

SUBJECT: Inspector Duties for Construction Contracts (Acquisition Policy SCO-A-11-AP01)

1. The purpose of this memorandum is to provide instruction and guidance on appointing Construction Inspectors (CI) for construction contracts being executed in the Combined Joint Operations Area - Afghanistan (CJOA-A).
2. Due to the inherent complexities of construction in Afghanistan, Contracting Officers should appoint CIs (when available) in addition to Contracting Officer's Representatives (CORs) when the nature of the project requires the technical expertise of CIs to ensure the requirements of the contract are met.
3. The requirement activity should provide CORs for the project (Ref: USFOR-A FRAGO 09-203) and CIs (if required) normally should be provided by Expeditionary Prime BEEF Squadrons.
4. When appointed, CIs should work with CORs to perform the responsibilities as outlined in the CENTCOM Contracting Command COR Program Standard Operating Procedure. The attached list of CI duties (see Attachment 1) provides clarity with regard to providing technical advice and assistance to CORs. The CI's primary responsibility is to leverage their technical expertise to ensure the successful completion of construction projects.
5. Contracting officers will use the memorandum in Attachment 2 to appoint CIs. CIs should possess technical expertise in construction engineering. This memorandum carefully specifies the roles and duties required as a technical advisor to the COR and contracting officer. CIs may be contractors, DoD civilians or military personnel.
6. In addition to the standard COR restrictions, CIs have additional limitations of avoiding confusion and avoiding organizational conflicts of interest or avoiding unauthorized commitment risk as detailed in the attachments.
7. CIs will be required to complete two phases of training. Phase I includes completion of Defense Acquisition University (DAU) courses: DAU CLC106 - COR with a Mission Focus, DAU CLM 003 - Ethics Training for Acquisition Technology and Logistics Workforce, and DAU CLC 206 - COR's in a Contingency Environment. Phase I training is required so that the CI can better understand the duties and limitations of a COR and how the CI should interact with, inform and aid the COR. The appropriate RCC will provide Phase II training which is familiarization of the contract the CI will be assigned.

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SUBJECT: Inspector Duties for Construction Contracts (Policy Letter SCO-A-11-AP01)

8. Point of contact for this memorandum is Capt Micah O'Neal at DSN 318-431-2744 or micah.oneal@afghan.swa.army.mil.

2 Encls

1. CI Duties and Limitations
2. CI Appointment Letter



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Official - Afghanistan

Attachment 1 – CI Duties and Limitations (*attach to appointment letter*)

CI Duties

- Receive copy of contract, design documents and changes from the contracting officer (KO)
- Understand the requirements and scope of the contract; know the government's and contractor's rights and responsibilities
- Develop inspection schedule based on contractor's project schedule, not to exceed 14 days between inspections under normal circumstances
- Through periodic inspection and careful surveillance, verify that the Contractor performs the technical requirements of the contract in accordance with the terms, conditions, and specifications
- Provide technical advice and make recommendations and clarifications to the COR on:
 - Compliance with the technical requirements of the contract
 - Technical acceptability of construction methods and performance as recognized by industry standards and practices
 - Percentage of completeness for project
 - Inefficient or wasteful methods observed
 - Labor disputes, job safety issues or problems that could impair the contractor's ability to perform
 - Threats for time delays
- If any of the below conditions are met, the CI can delay work on the specific task/instance in question. The CI cannot delay work on the overall project. In such instances, the CI will immediately notify the COR and KO so the KO may determine if a stop-work order is warranted (the intent is to determine the appropriate course of action should the following conditions arise and not to place the CI in a position of conflict of interest and/or a position outside CI authority) In such instances the CI will document the delay work recommendation on the AF Form 1477 and photograph the work to illustrate the issue causing the delay work request:
 - Safety issues that immediately jeopardize life, limb or eyesight
 - Situation that will cause additional and severe damage to government property if left unchecked
 - Contractor is attempting to cover up deficient work
- Provide the COR with official communications (in writing):
 - Trip reports and inspection documentation
 - Incidents of deficient or nonconforming work, delays, or problems that require the COR to take appropriate action to effect correction
 - Incidents of installing equipment and materials that have not been approved by submittal review and/or contract specifications
 - Any observed or suspected procurement fraud, bribery, conflicts of interest, trafficking in persons, or other improper conduct on the part of the contractor, its employees or government officials
 - Technical evaluations on submittals, reports, change proposals, modifications and claims
- Provide contractor with:
 - Technical clarifications on the Statement of Work (SOW)
 - Clarification and interpretation of designs, specifications and contract technical provisions
- Ensure that any technical guidance given to the contractor addresses or clarifies only the government's intent; and document any deficiency in performance caused by a difference in interpretation; provide documentation to COR
- Work to resolve technical issues that arise; refer any disputes with the contractor to the COR
- When COR is unavailable or unresponsive, report all communication directly to the KO

As required:

- Assist in development of contract and/or modification SOW and Independent Government Estimates
- Assist on RFI responses to the contractor through the COR

CI Limitations

- Except for the limited delay work provisions above, CIs do not have contractual authority to issue directions or changes to any contract or purchase order that affects price, quality, quantity, schedule, delivery, or any other aspect that will change the terms and conditions of the contract
- CIs shall not make any agreement with the contractor requiring the obligation of Government funds
- CIs shall not sign any contract, including delivery orders, purchase orders, nor modify a contract, or in any way obligate funds for the Government
- CIs shall not encourage the contractor by words, actions, or a failure to act to undertake new work or an extension of existing work beyond the contract period
- CIs shall not interfere with the contractors' management prerogative by "supervising" contractor employees or otherwise directing their work efforts
- CIs shall not authorize a contractor to obtain property for use under a contract
- CIs shall not allow Government Furnished Property (GFP) accountable under one contract to be used in the performance of work under another contract; any requests for use of GFP need to be submitted to the KO for consideration
- CIs shall not issue instructions to the contractor to start or delay work except under the specific circumstances listed above
- CIs shall not discuss acquisition plans or provide any advance information that might give one contractor an advantage over another contractor in future procurements
- CIs are not authorized to accept goods, services or work for the Government
- If CIs are contractors, they shall not inspect any task order or work that would lead to an organizational conflict of interest. In instances where there could possibly be a conflict of interest, the CI will coordinate with the KO and identify all contracts that could present a conflict of interest. The KO will provide clear directions to the CI in such instances.

Attachment 2 – CI Appointment Letter

Date

MEMORANDUM FOR

SUBJECT: Designation of Construction Inspector for Contract Number:

1. You are hereby designated as the Construction Inspector (CI) for the following contract:
 - a. Contract Number:
 - b. Location:
 - c. Contractor:
 - d. The contract period ends **### days after Notice to Proceed**
2. For construction projects, a CI shall be designated to provide technical expertise and serve as an advisor to the Contracting Officer's Representative (COR). When the appointed COR is unavailable or at the request of the Contracting Officer (KO), the CI should also send reports, updates, or other appropriate communication to the KO. A more detailed description of duties and limitations is attached, but in general the CI will serve the following functions in cooperation and coordination with the COR and KO:
 - a. Prepare & submit reports to the COR on compliance of the technical requirements of the contract and technical acceptability of construction.
 - b. Identify contract provisions and specifications that are critical to contract performance.
 - c. Record & report to the COR incidents of faulty or nonconforming work, delays, or problems.
 - d. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, & specifications.
 - e. Perform, or cause to be performed, inspections necessary in connection with subparagraph a. above and verify that the contractor has corrected any deficiencies.
 - f. Monitor the contractor's technical performance & notify the COR of deficiencies observed during surveillance, and recommend to the COR the appropriate action to effect correction.
 - g. Inform the COR of defective or below-warranty contract work standards.
 - h. Advise the COR when the contractor fails to submit material certifications so the contracting officer can take necessary action.
3. The CI must adhere to the following limitations.
 - a. You are not empowered to award, agree to, or sign any contract (including delivery orders or modification thereto), or in any way obligate the payment of money by the government.
 - b. You may not take actions that may affect contract or delivery order schedules, funds, or scope.

c. You may not make contractual agreements, commitments, or modifications that involve prices, quantities, quality, or delivery order schedules. These will be made only by the contracting officer.

d. Any violation of the limitations identified above may result in personal liability for unauthorized acts.

4. This designation as a CI will remain in effect through the life of the contract, unless sooner revoked by the KO. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor CI, or obtain disposition instructions from the KO. If you are reassigned, you will request termination & relief from your duties from the contracting office sufficiently in advance of reassignment or separation to permit timely selection and designation of successor CI.

5. You are further required to provide copies of all written documentation to the COR and KO.

6. Any CI who may have direct or indirect financial interest that would place him or her in a position where there is a conflict between his or her private interests & the public interests of the United States will advise his or her supervisors & the contracting officer of the conflict so that appropriate actions may be taken. A CI will avoid the appearance of such conflict and the appearance of any conflict to maintain public confidence in the United States Government's conduct of business with the private sector.

7. You are required to acknowledge receipt of this appointment on the original copy & return it to the contracting officer for retention in the contract file. The duplicate copy should be retained for your file.

FIRST M. LAST, Rank, USA/USAF/USN/USMC
Contracting Officer

Receipt of this appointment (and attached duties/limitations) is hereby acknowledged:

Printed Name

CONSTRUCTION INSPECTOR

Title

Rank/Grade

Signature

Date

Telephone

DISTRIBUTION:

Original-Sign by CI and return to Contracting Officer