

Definition of Contract Monitor

The State's representative primarily responsible for administrative functions, including written direction, invoice approval, monitoring for compliance with term, conditions, scope of work and deliverables, monitoring MBE and VSBE compliance and achieving completion on time, on budget and within scope of contract. **Neither the Contract Monitor nor any other employee has the authority to obligate agency funds for any purpose.** A detailed description of the Contract Monitor's responsibilities and duties is provided below. All questions concerning the Contract Monitor's duties and responsibilities should be directed to OPASS, at (410) 767-5117.

Responsibilities of Contract Monitor

The Contract Monitor is responsible for the following:

- a. Reviewing and assuring the contractor's compliance with the technical requirements of the contract, including providing the Contractor with technical direction, which must remain within the scope of the contract as it is written.
 1. Makes site visits, when appropriate, to the Contractor's facility and checks contractor performance to include:
 - i. (1)Actual performance versus scheduled and reported performance. The Procurement Officer and supervisor should be informed of any adverse conditions noted;
 - ii. (2)Changes in technical performance which may affect the Contractor's financial status, create personnel or labor difficulties, overextend facilities, etc.;
 - iii. (3)Verification that the employees charged to the contract are actually performing work under the contract;
- b. Inspecting and certifying acceptability of the services rendered throughout the period of performance in terms of quantity, quality, timeliness and cost as these terms are defined in the contract.
 1. Reviews Contractor's invoices for payment, including any credit due the Government. This includes the authority to request the Contractor to make corrections and/or submit new invoices when clerical or other errors are detected.
- c. Making sure that the Contractor is fully aware of the following:
 1. (1)That the contract shall not cover charges for any items that are not specifically provided for by the contract. The Contractor is to be cautioned that if he or she provides services/supplies during the performance of the contract that are not specifically set forth as priced items in the contract, regardless of who requests them (including the Contract Monitor), payment will not be made for them under the contract;

2. (2) That the Contractor must notify the Contract Monitor when less than 20% of a particular phase's funds remain unused, and when it is necessary to obtain additional funds for a particular phase.
 3. That the Contractor must notify the Contract Monitor in a timely manner of any anticipated overrun or underrun of the estimated cost under cost contracts.
- d. Ensuring that his or her supervisor is informed/consulted when:
1. (1) The Contractor reports or materials are to be rejected;
 - i. Reviews and approves reports and all materials provided by the Contractor as called for by the contract. Notifies the Procurement Officer and supervisor if reports or other items submitted are to be rejected and states the basis for rejection.
 2. (2) The Contractor's performance is not satisfactory or problems with the contractor are anticipated;
 - i. Keeps detailed records of the Contractor's performance, and if it is not satisfactory or if problems are anticipated, notifies the Procurement Officer and supervisor, in writing, as to the cause and recommends a course of action from a technical standpoint. Immediate notification is essential to assure that the Procurement Officer takes timely and appropriate action to protect the Government's rights under the contract.
 3. (3) The Contractor/Monitor desires to propose changes to the contract.
 - i. Advises the Contractor that in the event the Contractor desires to propose a change, he or she should submit the request in writing to the Contract Monitor and specifically identify the effect that the proposed change(s) will have on the terms of the contract (technically and/or monetarily). The Contract Monitor will review the proposed change(s) and if he or she agrees that the changes are necessary to achieve the desired outcome, he or she will recommend to the Procurement Officer and supervisor, in writing, that the proposed change(s) should be incorporated into the contract.
 - ii. Assures that changes in work under the contract are not implemented before written authorization or a contract modification is issued by the Procurement Officer. Costs for work performed may not be allowed if not authorized under the contract. No change or commitment should be directed without prior written authorization by the Procurement Officer.

- iii. Recommends, in writing, to the Procurement Officer through the supervisor any changes in the contract required by the Government with detailed justification for the proposed change.
- e. Completes and forwards timely progress reports, and final reports to the Procurement Officer.
 1. Provides copies of all correspondence between the Contract Monitor and the Contractor relating to contract issues to the Procurement Officer and supervisor.
 2. Prepares memoranda for the record covering all meetings/discussions between the Contract Monitor and the Contractor and forwards copies to the Procurement Officer and supervisor. ***(Note: It is critically important to keep the Procurement Officer informed of the context of all communications with the Contractor to prevent misunderstandings or situations that could affect the contract terms or conditions and become the basis of future claims against the Government.)***
- f. Advises the Procurement Officer through the supervisor on the status of the following at the completion of the contract:
 1. (1)Whether all articles and services required to be furnished or performed under the contract have been technically accepted;
 2. (2)The disposition of all materials;
 3. (3)Any other outstanding technical issues.
- g. The Contract Monitor shall also provide technical support, when requested, in the following areas:
 1. Approving key personnel changes;
 2. Assessing liquidated damages; and
 3. Preparation of the Scope of Work, and misc. forms.
 4. Determining whether a conflict of interest exists; and
 5. Assisting with data/responses for audit/Governor's inquiries.
 6. Will review and track MBE/VSBE participation on all contracts.

Violation of the foregoing may give the appearance that this organization is not acting in good faith. Commitments made to contractors by other than duly appointed Procurement Officers may result in formal protests by other companies, embarrassment to the

Department, criticism by the Department of Management and Budget and possible monetary loss to the individual and the firm involved.

Acknowledgement:

Name

Title

Date