

CONTRACTING OFFICER REPRESENTATIVE (COR) **DESKGUIDE**

1. Overview.

a. In short, contracting officer representatives (COR) are qualified individuals appointed by the Contracting officer (KO) to assist in the technical monitoring or administration of a contract. Although CORs can be employed on all types of contracts, they are extremely useful in the more complex services, supply, and/or construction contracts. However, you must keep in mind that the use of CORs does not alleviate the need for a full time contracting professional to monitor contract surveillance and manage the contract management team.

b. COR's should be identified by the requiring activity at the time the procurement package is received by the KO. By using the term "identified," this does not mean just telling us the COR's name, the nomination must include the nominee's qualifications. Actually, it is highly recommended that the COR actually be involved in the acquisition process, i.e., assisting in the development of the technical requirements, the quality assurance plan, and any other pre-award activities. This ensures that the COR is extremely familiar with the requirements of the contract.

c. Not everyone can be a COR. CORs have to be a Government employee (either military or civilian) and they must possess the necessary qualifications (training) and experience commensurate with the responsibilities delegated to them. As far as training, the COR should have successfully completed the formal COR course sponsored by the Army Logistic Management College or an equivalent. A possible equivalent is the new internet-based COR course developed by the Federal Acquisition Institute. This course encourages self-development by CORs and is available at "<http://www.faionline.com>".

d. If you anticipate utilizing a COR on a procurement, then you should include the clause at 252.201-7000, Contracting Officer's Representative, in the solicitation and resultant contract.

2. Selection, Appointment, & Termination.

a. A COR is selected/nominated by the requiring activity and then formally appointed to the contract by the KO. Prior to the formal appointment, the KO has to consider the ability, training, and experience of COR designees and shall assure that designees are appropriately qualified to act as their authorized representatives. All CORs should complete the ALMC training or equivalent (FAI internet-based course) prior to being issued a letter of appointment.

b. Each designation of a COR shall be in writing (by name and position title) and clearly define the scope and limitations of the COR's authority (See paragraph 5 for a sample COR designation letter). Appointment letters, at a minimum, include the following:

- (1) The Name, including rank or grade, and full mailing address of the COR;
- (2) The extent of the COR's authority to act on behalf of the contracting officer;
- (3) The limitations on the COR's authority;

- (4) The period covered by the designation;
- (5) Statement that the authority is not redelegable; and
- (6) Statement that the COR may be personally liable for unauthorized acts.

c. Both the COR and the contractor are required to acknowledge receipt of the appointment letter by signing in the designated block and returning the duplicate copy to the KO for retention in the contract file. The original shall be retained by the COR and a copy shall be retained by the contractor for inclusion in their respective files. In addition, a copy of each appointment letter needs to be forwarded to the applicable payment office(s) when the COR is authorized to certify invoices for payment (this copy shall be annotated with the COR address and telephone number if this information is not readily apparent in the letter). If any changes to the scope and limitation of the COR's authority occur during the life of the contract, you have to either issue a new designation letter or simply amend the existing appointment letter. If one COR is to act for the KO on more than one contract and the **scope and limitations of authority** are the same for all contracts, then one designation may be issued which references each contract under the designation.

d. The designation of a COR remains in effect throughout the life of the contract unless sooner revoked by the KO; automatically revoked upon separation of the COR from Government service; or COR reassignment. The KO needs to stress to the COR's supervisor that they be notified immediately in writing if the appointed COR is transferred, reassigned, will be absent for an extended period, or is otherwise unable to fulfill the responsibilities of the position. Termination of a COR follows the same procedures as appointing a COR, it is accomplished by formal letter (See paragraph 5 for a sample COR designation letter), forwarded to the applicable parties, and receipt acknowledged.

3. **Responsibilities.** Both the KO and COR have key responsibilities during the term of an appointment. The following provides insight into these responsibilities.

a. KO Responsibilities:

(1) In addition to the formal training courses indicated above, at the time of appointment the KO should also provide the COR with additional instructions unique to the assigned contract. This should include a review of duties, authority limitations, form completion, and reporting requirements. The COR should be instructed to: read and maintain a copy of the contract together with contract modifications which may be issued; become thoroughly familiar with the terms and conditions of the contract to assure compliance with the provisions contained therein; and promptly inform the KO of any delay in the progress of work or any problem encountered that may require a contract modification or other administrative action.

(2) The KO also has to monitor COR performance. This is primarily accomplished by reviewing COR files on a quarterly basis to ensure the COR is performing satisfactorily. These evaluations are not only a tool to monitor performance, but, they also document performance of the COR, provide valuable feedback to the COR, and provide performance appraisal input to the COR's supervisor (you must ensure the evaluations are forwarded, through the appropriate chain of command, to the COR and his supervisor.) The KO maintains an activity file on each COR as

a part of the contract file. The contents of the activity file include, but are not limited to: a copy of the COR's letter of appointment; examples of in-depth reviews of the COR's performance with appropriate identification of the work performed, as well as the formal COR evaluations; and documentation by the KO of the date, substance, and extent of the reviews conducted.

b. COR Responsibilities:

(1) Responsibilities of the COR vary with the type of contract and complexity of the acquisition. Each contract must be treated on an individual basis, because it may place responsibilities on the COR unique to that contract. Normally, a COR has the responsibility/authority to monitor all aspects of the day-to-day administration of a contract except issues that deal with "time and money". Formally said, a COR does not have the authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. Specifically, they can not do any of the following: make any agreement with the contractor requiring the obligation of public funds (they can not sign any contract, including delivery orders, purchase orders, or modify a contract, or in any way obligate payment of funds by the Government); 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; interfere with the contractor's management prerogative by "supervising" contractor employees or otherwise directing their work efforts; authorize a contractor to obtain property for use under a contract; allow government property accountable under one contract to be used in the performance of another contract; issue instructions to the contractor to start or stop work; order or accept goods or services not expressly required by the contract; and discuss acquisition plans or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.

(2) For a contract of any complexity, the COR has many duties, including the following:

(a) Monitoring the contractor's progress and performance, including the submission of required reports or other documentation. This includes verifying that the contractor has performed the technical and management requirements of the contract in accordance with the contract terms, conditions, and specifications. The COR shall provide written notification to the KO when the contractual requirements have been fulfilled and are technically acceptable. The COR shall also notify the KO in writing of unsatisfactory performance and/or deficiencies. Included in the notification should be the recommend remedial action.

(b) Perform, or cause to be performed, all necessary inspections, including documenting the inspection and submitting to the KO, as required, a report concerning performances of services rendered under the contract..

(c) Verify that the contractor has corrected all correctable deficiencies.

(d) Perform acceptance for the government of supplies and services received, including certifying receipt of supplies/services

(e) Maintain liaison and direct communications with both the contractor and the contracting officer.

(f) Recommend to the KO contract modifications and termination actions.

(g) Assist in meeting the Government's contractual obligations to the contractor. This includes, but is not limited to, arranging to supply Government_furnished equipment, facilities, and services called for in the contract and providing timely Government comment on, or inspection/acceptance of, draft/final contract deliverables if required by the contracting officer or contract.

(h) Provide technical interpretation of the requirements. As previously discussed, the COR must have a thorough understanding of the requirements of the contract. It may become necessary to provide technical interpretation to the contractor for some portion of the work. Any technical assistance given to the contractor by the COR should be documented in the contract file. For significant matters, the information should be provided to the contractor in writing. The COR shall notify the KO immediately whenever the contractor disagrees with or refuses to comply with any technical aspects of the contract as interpreted by the COR.

(i) Perform, or cause to be performed, property surveillance. The property administrator sometimes does this function

(j) Request deobligation of excess funds. The COR who is certifying receipt of supplies/services can compare expenditures with funds obligated on the contract. The procedure for requesting the deobligation of funds is to notify the KO by letter that there are excess funds on the contract.

(k) Report any instance of suspected conflict of interest or fraud, waste, and abuse to the local Office of General Counsel that supports the contracting officer.

(3) While the COR limitations can be simply stated in a letter, in the real world assuring that the COR does not exceed the authority granted is much more complex. In the course of performing COR responsibilities, situations may result in an implied change to the contract which, in turn, may impact the delivery schedule, funds, or other areas outside the authority of the COR. The example below illustrates that the COR may exceed the scope of their authority by inaction or improper action.

Example: An individual is designated as COR on a contract for the installation of equipment. The equipment is scheduled for delivery the next month. The COR sets up a COR file and places the file in the filing cabinet after noting the scheduled installation date on the calendar. The installation day arrives, and the contractor, as promised, arrives with the equipment. However, it cannot be installed because the COR did not insure that the Government had done its part by installing an electrical outlet and raised floors. By inaction, the COR has allowed a potential claim to be made for Government_caused delay.

4. Documentation.

a. A COR must maintain a file for each contract assigned. This file documents ALL actions taken in regard to the contract. It includes, as a minimum --

- A copy of the appointment letter from the contracting officer any correspondence from the contracting officer which amends the letter of appointment;
- A copy of the contract or appropriate part of the contract and all modifications;
- All correspondence initiated concerning performance of the contract;
- All correspondence to and from the contracting officer and the contractor;
- Record of all inspections performed and the results; and
- All memorandum for records (MFRs) or minutes of any pre_performance conferences, meetings, or discussions with the contractor, or others, pertaining to the contract or contract performance.

b. The importance of maintaining complete and orderly files cannot be overemphasized, and it is critical to transfer of responsibility if the COR is changed during the term of the contract. As a matter of practice, the COR holding discussions or conducting business with contractors shall prepare Memoranda for Record (MFRs) of meetings, trips, and telephone conversations relating to the contract. Each MFR, other similar records, and correspondence relating to the contract shall cite the contract number. A copy of all actions or correspondence shall be furnished to the contracting officer and all other interested parties having a need to know. Documents that may contain contractor proprietary data or other business_sensitive information should not be released outside the Government without approval of the contracting officer.

c. Duplicate copies of file documents shall be destroyed as soon as they have served their purpose, but in no event shall such documents be retained for longer than 1 year after acceptance of the final deliverable under the contract.

d. Records pertinent to unsettled claims for or against the United States, open investigations, cases under litigation, or similar matters shall be preserved until final clearance or settlement of the matters even though retention of these records may exceed a period longer than 6 years and 3 months after final payment.

e. CORs shall forward any correspondence received from the contractor to the KO. Since the COR is an authorized representative of the contracting officer, the COR's records are a part of the official postaward contract files and shall be forwarded to the KO for retirement with the official contract file upon completion of the contract. Documents that pertain to the contract shall be clearly identified when forwarded to the contracting officer.

5. Sample Appointment and Termination Letters. As indicated above, the KO formally appoints a COR in writing. Ensure you use official letterhead and follow standard procedures for correspondence. Address the designation to the individual by name, including rank or grade, and full mailing address.

- a. Sample of Appointment letter.

Letterhead

Date

MEMORANDUM FOR: (name, including rank or grade, and full mailing address)

Subject: Designation of Contracting Officer's Representative (COR) for Contract
(Enter number).

1. Pursuant to DFARS 201.602-2 and AFARS 1.602-2-90, you are designated as the contracting officer's representative (COR) in administration of the following contract:

Contract Number:

For: (Enter item/system/services)

Contractor:

Contract Period:

2. You are authorized by this designation to take action with respect to the following:

- a. Verify that the contractor performs the technical requirements of the contract IAW the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherence to the contract provisions and to the contractor's own quality control program.

- b. Perform, or cause to be performed, inspections necessary in connection with paragraph 2a and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of services performed under this contract.

- c. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.

- d. Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the contracting officer incidents of faulty or nonconforming work, delays or problems. In addition, you are required to submit a monthly report concerning performance of services rendered under this contract.

e. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.

3. You are not empowered to award, agree to or sign any contract (including delivery orders) or contract modification or in any way to obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. The contracting officer shall make all contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. You may be personally liable for unauthorized acts. You may not re-delegate your COR authority.

4. This designation as a COR shall remain in effect through the life of the contract, unless sooner revoked in writing by the contracting officer or unless you are separated from Government service. If you are to be reassigned or to be separated from Government service, you shall notify the contracting officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. 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 contracting officer.

5. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract and to dispose of such records as directed by the contracting officer. As a minimum, the COR file shall contain the following:

a. A copy of your letter of appointment from the contracting officer, a copy of any changes to that letter and a copy of any termination letter.

b. A copy of the contract or the appropriate part of the contract and all contract modifications.

c. A copy of the applicable quality assurance (QA) surveillance plan.

d. All correspondence directed unauthorized personnel from this contract regarding the performance of the

j. Records relating to the contractor's quality control system and plan and the results of the quality control effort.

k. A copy of the surveillance schedule.

l. Documentation pertaining to your acceptance of performance of services, including reports and other data.

6. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

7. A COR who may have direct or indirect financial interests which would place the COR in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the contracting officer of the conflict so that appropriate actions may be taken. CORs shall avoid the appearance of a conflict of interests to maintain public confidence in the U.S. Government's conduct of business with the private sector.

8. You are required to acknowledge receipt of this designation on the duplicate copy and return it to the contracting officer. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R. The original copy of this designation should be retained for your file.

*Signature Block Of
Contracting Officer*

Receipt of this designation is acknowledged.

| | |
|-----------------------|------------|
| Name: (Print or type) | Signature: |
| Title: | Date: |
| Rank/Grade: | Telephone |

b. Sample of Termination letter.

Letterhead

Date

MEMORANDUM FOR: (name, including rank or grade, and full mailing address)

Subject: Termination of Appointment as Contracting Officer's Representative (COR) for Contract (Enter number).

1. Your appointment as Contracting Officer's Representative contained in letter of appointment dated _____ is hereby terminated effective _____.

Date

/S/Contracting Officer

Receipt of this designation is acknowledged.

| | |
|-----------------------|------------|
| Name: (Print or type) | Signature: |
| Title: | Date: |
| Rank/Grade: | Telephone |