



DEPARTMENT OF THE NAVY  
NAVAL SUPPLY SYSTEMS COMMAND  
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NAVSUPINST 4205.3C

SUP 21

7 July 2003

NAVSUP INSTRUCTION 4205.3C

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) DFARS 201.602-2, Contracting Authority and Responsibilities  
(b) FAR 42.302, Contract Administration Functions  
(c) FAR 42.2, Contract Administration Services  
(d) DFARS 242.202, Assignment of Contract Administration  
(e) NAVSUPINST 4330.7B, Service Contract Administration  
(f) FAR 37 Service Contracting

Encl: (1) Sample COR Nomination Letter  
(2) Sample COR Appointment Letter  
(3) COR Functional Review Questionnaire  
(4) Contract Administration Assignment and Duties (text)  
(5) Contractors Invoice Review Form  
(6) Sample Report of Contractor's Performance  
(7) COR File Documentation  
(8) Documentation Form for Contract Administration Plan  
(9) Sample TA Appointment Letter

1. Purpose. To update and revise policy, assign responsibilities and provide guidance for the appointment, limitations, responsibilities and oversight of a Contracting Officer's Representative (COR).

2. Cancellation. NAVSUPINST 4205.3B and 4330.7B. This instruction has been revised significantly and must be reviewed in its entirety.

3. Scope. This instruction applies to all Navy Field Contracting System (NFCS) activities and to all activities to which CORs, who are appointed by NFCS contracting officers, are assigned.

4. Policy

a. Reference (a) authorizes contracting officer designation of CORs. Contracting officers shall appoint CORs when necessary to monitor contractor support service contracts, including orders under indefinite delivery type

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contracts and Basic Ordering Agreements (BOAs). A COR may also be appointed to monitor contracts that are for other than contracting support services, including hardware requirements, those requiring unusual monitoring and surveillance or technical discussions to clarify the Statement of Work (SOW). This instruction does not preclude the appointment of alternate CORs. An alternate COR may be authorized to perform the duties and responsibilities of the primary COR in his or her absence. The nomination and appointment letters for the alternate COR, as well as the contract must expressly state that the alternate COR shall act only in the absence of the primary COR. The nomination and appointment criteria, process, and training requirements are identical for primary and alternate CORs.

b. To ensure satisfactory administration of service contracts and avoid duplication of functions, the Procuring Contracting Officer (PCO) shall develop a Contract Administration Plan (CAP) which will delineate responsibilities for specific administration functions. Development of a CAP requires coordination with the requiring activity, the Contract Administrative Office (CAO) and personnel from any Government activity necessary for efficient and effective administration.

(1) A CAP is required when:

(a) A COR is to be appointed under the contract.

(b) The requiring activity will be delegated authority by the PCO to perform specific duties or significant tasks related to contract administration (e.g. property administration) other than inspection and acceptance.

(c) When it is determined that a CAP is required, a CAP shall be developed for the specific contract. However, a master CAP may be established which covers a group or type of requirements from an individual activity where assignment of contract administration functions (to PCO, ACO, COR, ordering officer) are similar. A master CAP may also be appropriate for multiple awards under single solicitation such as discussed in FAR 16.504(c).

(2) The contracting officer shall designate a COR when:

(a) Technical direction is to be provided to clarify, define or give specific direction within the SOW such as engineering services or research and development contracts; or

(b) Cost reimbursement-type task/delivery orders are to be used to require performance under an indefinite delivery type contract. Examples include indefinite delivery type

service contracts priced on a time and materials, labor hour, or cost plus fixed fee basis; or

(c) The contract requires unusual monitoring and surveillance efforts beyond what the PCO/Administrative Contracting Officer (ACO) is reasonably able to provide (for example, mess attendants, contractor support services, commercial activities, husbanding services and Information Technology (IT) support services).

c. CORs play a significant role in the Contractor Performance Assessment Reporting System (CPARS) process for the collection of past performance information used in source selection evaluations. CPARS assesses a contractor's performance and provides a record, both positive and negative on a given contract for a specific period of time. Each assessment is based on objective facts and is supported by program and contract management data. A COR may be the assessing official on the contract responsible for preparing a quality narrative to accompany the CPAR rating. The COR will be the assessing official making a dedicated effort to thoroughly describe the circumstances surrounding the rating. Relevant guidance, including the Navy's CPARS Guide, is available on the World Wide Web. The web-enabled CPARS application is available through this site or may be directly accessed at <http://www.cpars.navy.mil>.

d. No person with a conflict of interest, per reference (b), shall be nominated.

e. Neither the nominating official nor the appointing PCO shall require the COR to:

(1) Directly or indirectly, change the price/cost or fee, quantity, quality scope, delivery schedule, labor mix or other terms and conditions of contract, task or delivery order;

(2) Issue delivery orders;

(3) Make or authorize any changes in the contract; or

(4) Re-delegate COR authority or responsibilities.

f. Prior to appointing a COR, the PCO must ensure the nominee has completed COR training and understands the duties, responsibilities and limitations of his/her role in providing technical assistance in the administration of the contract to which appointed. The training is required only once. COR training is available through a number of resources including Department of Navy (DON) Director Acquisition Career Management

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(DACM) Register-Now, Graduate School USDA,  
<http://www.faionline.com> and GSA at <http://www.gsa.gov/fai> etc.

g. Only persons eligible to perform responsibilities shall perform COR duties. However, more than one COR may be appointed to monitor different orders or contract line items under the same contract.

## 5. Definitions

a. Contracting Officer Representative (COR). A government employee appointed in writing by a PCO to serve as technical liaison between the government and a contractor for a specific contract, set of line items or an order under a contract or BOA. The COR monitors the contractor's performance and provides technical advice to the contracting officer and contractor within the scope of work or SOW of the contract.

b. COR Nominating Official. The individual from the requirements activity responsible for submitting a written COR nomination to the PCO. When the contracting activity and the requiring activity are not the same, the COR nominating official will be the commander of the requiring activity or designee. When the contracting activity and the requiring activity are the same the nominating official will be the activity commander/commanding officer or designee.

c. Alternate Contracting Officer's Representative (ACOR). The alternate Government official appointed in writing by the PCO and so designated in the contract. The ACOR provides technical direction/clarification in the absence of the COR.

d. Technical Assistant (TA). The requiring activity representative who may be assigned to provide technical/administrative assistance to the COR. TAs may be assigned to assist and support the COR but do not have the authority to provide any technical direction or clarification directly to the contractor.

e. Procuring Contracting Officer (PCO). The Government official authorized by warrants to enter into a contract for the Government.

f. Administrative Contracting Officer (ACO). The warranted Government official responsible for administering the contract to the extent that the PCO has delegated contract administration.

g. Contract Administration Office (CAO). The office designated to perform assigned functions related to the administration of the contract.

h. Contract Administration Plan (CAP). A formal process for assigning service contract administration functions to the responsible individual, e.g., PCO, ACO, ordering officer, COR, Defense Contract Audit Agency (DCAA), etc. The CAP ensures that all contract administration actions are performed, that there is no duplication of effort and that careful consideration is given to contract type, performance, place of performance, etc. when assigning duties.

i. Service Contract. A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. The contracting officer is responsible for ensuring that a proposed service contract is proper; i.e., the contracting officer shall determine whether the proposed service is for a personal or non-personal service contract using guidelines in FAR 37.104 (as stipulated in FAR 37.101).

j. Non-personal Services Contract. A contract under which the personnel providing the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees (as stipulated in FAR 37.101).

k. Personal Services Contract. A contract that by its express terms or as administered, make contractor personnel appear in effect, Government employees (see FAR 37.101).

l. Ordering Officer. An individual authorized to sign, issue and modify delivery orders/task orders within the limits of assigned authority. Ordering officers are appointed in writing by the appointing official at the designated ordering activity.

m. Delivery Order Contract. A contract that does not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and provides for the issuance of orders for the delivery of supplies during the period of the contract (see FAR 16.501-1).

n. Task Order Contract. A contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and provides for the issuance of orders for the performance of tasks during the period of the contract (see FAR 16.501-1).

o. Technical Direction Letter (TDL). A written document issued by the COR to the contractor. It is used to clarify, define, or give specific direction within the SOW in the basic contract and in conjunction with orders for specific tasks falling within the scope of the basic contract.

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6. Procedure

a. Documentation for Contract Administration Plan (CAP).  
The documentation form for the CAP, enclosure (8), Part I, provides a format to assist with submission of information required below. Concurrent with submitting the Request for Contractual Procurement (RCP)/Purchase Request (PR) the requiring activity shall:

(1) Identify those specific areas of the proposed contract effort where specific technical expertise is required to ensure quality, satisfactory performance and successful contract completion.

(2) Nominate a COR per the following guidance if a COR is deemed necessary for contract performance. A copy of the signed nomination letter shall be provided to the PCO.

(a) When the contracting activity and the requiring activity are different, the COR shall be nominated by the requiring activity commander/commanding officer or designee. When the PCO and COR are in the same activity, the COR shall be nominated by the activity commander/commanding officer or designee.

(b) The nomination letter shall outline the nominee's technical qualifications and experience; the technical functions to be performed; description of the COR course taken (course synopsis or table of contents) and date completed; the relevant training experience and expertise that may qualify the candidate for COR appointment; and whether the individual's performance rating elements include the COR function (if not, an explanation of why not). A sample COR nomination letter is included at enclosure (1). Any changes to those duties recommended in the nomination letter shall be discussed and agreed to by both the requiring activity commander/commanding officer and the contracting officer prior to issuing the appointment letter.

(3) State specific duties, qualifications, and proposed limitations and responsibilities of Ordering Officers for IDTCs.

(4) Briefly explain procedures established or actions taken that will ensure satisfactory performance of personnel at the requiring activity. This explanation will assist the PCO in developing the CAP.

(5) Identify any repetitive or similar requirements, applicable to one activity, so that the master CAP may be developed by the PCO and subsequently submitted with an RCP/purchase request as master CAP documentation. If at the

time of submission of the RCP/PR, modification of the master CAP is necessary for the specific requirement involved, such information shall be provided so that an addendum to the master CAP may be developed by the PCO for the instant requirement.

b. Pre-Solicitation Procedures. Upon receipt of the information provided above, the PCO shall:

(1) Complete enclosure (8), Part II coordinating with the requiring activity, the CAO and any others concerned. Pertinent areas of contract administration shall be assigned to each party in this instruction.

(2) Develop the CAP. State those functions that are specifically delegated to each party (PCO, CAO, COR, ordering officer, etc.). It is not necessary to state detailed procedures to be used by each party to perform those functions. However, the CAP must be sufficient to ensure that all contract administration functions are assigned, suit the specific circumstances of the contract; and give due consideration to the type of contract, the place of performance, the period of performance and inspection and acceptance criteria to be stated in the contract.

(3) For IDTCs, in addition to the above:

(a) Include proper procedures and restrictions or limitations on placing orders.

(b) Address procedures to be used to select sources for individual orders when issuing orders under multiple award contracts (see FAR 16.505(d)).

(c) Identify the exception specified in FAR 16.504(c) when multiple awards under a single solicitation are not practicable.

c. Limitations and Restrictions. The CAP shall be developed per the following guidelines for delegation of authority:

(1) Only the PCO, ACO or ordering officer (within his/her specific delegation) shall have the authority to request proposals, negotiate prices and obligate the Government. The COR does not have the authority to take any action, either directly or indirectly that could change the price/cost or fee, quantity, quality, scope, delivery schedule, labor mix, or other terms and conditions of the contract and/or task/delivery order. The COR must also maintain an arms-length relationship with the contractor to help ensure that services remain non-personal.

(2) The initiating of requirements, awards of

contracts/orders, inspection and acceptance, receipt and certification of invoices should be performed by separate individuals. Such separation of function is essential to avoid the potential for fraud, waste, and abuse and any appearance of mismanagement of Government funds or conflict of interest.

(3) COR duties shall specifically relate to the technical expertise and/or the technical assistance provided to the contract administration functions. TDL shall be issued for the sole purpose of providing technical direction and/or clarification of the SOW within the contract. A TDL shall not address new work, cost, fees, Government estimates, nor should it reiterate the language contained in the basic contract unless technical clarification is being provided. Oral technical direction may be issued only in emergency circumstances and shall be confirmed by issuance of a written TDL within two working days.

(4) Consideration must be given to all contract administration functions including those listed in references (b) and (c) as well as those unique to the specific requirement. Each function shall be assigned to an authorized representative of the Government.

d. Contract Award Procedures. The PCO shall:

(1) Formally appoint in writing the COR and identify the COR in the contract award document. Appointment procedures are as follows:

(a) The PCO shall formally appoint individuals to act as CORs by appointment letters setting forth the extent and method of contract monitoring which is appropriate to the particular contract involved and establishing the basis for a feedback procedure to ensure that the contracting officer (and ordering officer, if applicable) is kept aware of significant events of contract performance.

(b) For an IDTC, if a COR is to be appointed, more than one COR may be appointed to monitor different orders or contract line items under the same contract.

(c) A sample COR appointment letter which shall be tailored to fit the particular contract involved is included at enclosure (2). The appointment letter should be sent to the COR with a copy to the requiring activity commander/commanding officer confirming the specific duties and responsibilities assigned to the COR as discussed in the nomination letter. Appointment letters shall also be sent to the contractor and CAO.

(2) For award of IDTCs, verify with the appropriate

Procurement Performance Management Assessment Program staff, the ordering authority of the activity/activities that will be authorized to place task orders under IDTC and designate the authorized ordering activity/activities (by title, activity, code address and phone number) in the contract award document.

(3) Proceed with all other required contract award procedures.

## 7. Responsibilities

### a. Nominating officials shall:

(1) Ensure that the person nominated has completed or will have completed COR training and certify prior to appointment that the individual possesses expertise consistent with the duties to be assigned;

(2) Issue a nominating memorandum to the PCO prior to performance by the nominee in contract execution duties. A sample nomination memorandum is included as enclosure (1). The nomination letter shall contain:

(a) A description of the duties to be performed by the nominee. Duties assigned shall be applicable to the contract, line item, or order. If the nominee will be serving as alternate COR, the nomination letter shall so state;

(b) Confirmation by the nominee that 1) they are familiar with the particular technical requirements of the contract or order and these requirements are consistent with the nominee's own technical expertise, 2) they understand the COR responsibilities, limitations and the contents of references (a) through (f), as applicable, and 3) they have completed or will have completed required COR training.

(3) Provide timely notice to the appointing PCO as to when the COR must be replaced or the appointment terminated, such as, if a conflict of interest develops or the COR is transferred.

### b. PCOs shall:

(1) Verify the date of when COR training was received.

(2) If concurring with a nomination, make the appointment through issuance of a separate appointment letter. Appointments may be made for the total contract or at the delivery/task order level or other appropriate sub-level as determined by the PCO. A sample is included as enclosure (2). The memorandum shall contain the following:

(a) The contract/line item/order number to which the COR is being appointed;

(b) The period covered by the appointment. The appointment memorandum must be a complete and stand-alone document, therefore, either repeat or enclose the nomination letter responsibilities and limitations. PCOs may add, delete, revise or elaborate on the COR responsibilities contained in the nomination letter as necessary. The enclosed samples are not all inclusive and should be tailored to the appointment;

(c) A statement that COR duties are not redelegable;

(d) A statement that the COR may be personally liable for unauthorized acts; and

(e) A statement that the COR's signature on the appointment letter certifies the information as correct to the best of his or her knowledge.

(3) Ensure a single individual performs only one of the following functions: (a) initiation of the requirement; (b) award of contract or placement of order and (c) receipt, inspection and acceptance of supplies or services. If circumstances preclude an individual from performing a single function, as a minimum, the individual responsible for the award of a contract or placement of an order shall not perform the receipt as well as the inspection and acceptance function;

(4) Withhold or terminate appointments when there is reason to believe the appointment would not be in the best interests of the government. When appointments are withheld or terminated, the PCO will immediately notify the nominating official of the reason(s) (i.e. conflict of interest, inadequate training or experience);

(5) Include the COR's name, official address, e-mail address and telephone number in a suitable contract or order clause;

(6) Ensure the contractor receives a copy of the appointment letter per Defense Federal Acquisition Regulation Supplement (DFARS Clause 252.201-7000, Contracting Officer Representative;

(7) Annually meet with and review the COR's files and COR's adherence to appointed duties;

(8) Provide a copy of the contract, any modifications, and any additional guidance as needed to the COR;

(9) Modify contracts when appointments have been terminated;

(10) When CPARs are required, understand the PCO role and responsibilities.

c. CORs shall:

(1) Perform the duties and comply with the responsibilities and limitations specified in the COR appointment letter including the documentation of actions taken under such delegation of authority;

(2) Inform the PCO when they will be unavailable to perform their duties;

(3) Maintain an arms-length relationship with contractor employees;

(4) Identify contract requirements and changes as they occur;

(5) Avoid conflict of interest or any appearance of a conflict of interest. If a conflict or the perception of a conflict of interest develops, notify the appointing PCO and nominating official and deputy agency ethics official immediately;

(6) Adhere to the statutes and regulations governing standards of conduct;

(7) When CPARs are required, understand the COR role and responsibilities;

(8) Pay particular attention to the timely review of invoices to ensure that labor hours, labor mix, materials (if any), travel and other direct costs identified and consistent and reasonable for the effort completed during the period covered by the invoice. Upon completion of the review, prepare the Contractor Invoice Review form, enclosure (5), and submit copies to the PCO/ACO (ordering officer and DCAA).

(9) Submit a written report to the contracting officer (and ordering officer) on contractor performance. This report shall be submitted 60 days prior to contract (task/delivery order) completion, but in no event, less than annually. This report may be compiled from the COR file documentation and should address all aspects of contractor performance including cost effectiveness, quality, and timeliness. A sample report is included in enclosure (6).

(10) Maintain a COR file, by contract and/or task/delivery order which contains documentation relative to the actions taken by the COR. A complete list of documentation to be included in the COR file is found at enclosure (7).

d. TA qualifications and appointment. The commanding officer or his designee of the requiring activity may appoint a TA to assist the COR in executing routine administration and monitoring duties. The appointment must be in writing and must set forth the TA's responsibilities and limitations. A copy of the letter is included enclosure (9). Before appointment, ensure TAs have the appropriate training and experience. The successful completion of COR training is strongly recommended for all TAs.

e. Coordination between COR and TA. The COR remains technically responsible for contractor performance monitoring despite the appointment of a TA; therefore, the COR should ensure information received from the TA is accurate and complete. The COR shall also ensure that the TA maintains a non-personal relationship with the contractor.

f. Duties that may be assigned to a TA include:

- (1) Identify contractor deficiencies to the COR.
- (2) Review contract/task/delivery order deliverables, recommend acceptance/rejection and provide the COR with documentation to support the recommendation
- (3) Assist in preparing the final report on contractor performance for the applicable contract/task/delivery order per the format and procedures prescribed by the COR.
- (4) Identify contractor noncompliance with reporting requirements to the COR.
- (5) Evaluate the contractor's proposal for specific delivery/task orders and identify for the COR any potential problems, areas of concern or issues to be discussed during negotiations.
- (6) Review contractor status and progress reports, identify deficiencies to the COR and provide the COR with recommendations regarding acceptance, rejection and/or Government technical clarification requests.
- (7) Review invoices for the appropriate mix of types and quantities of labor, materials and other direct costs and provide the COR with recommendations to facilitate COR certification of the invoice.
- (8) Provide the COR with timely input regarding technical clarifications for the SOW, possible technical direction to provide the contractor and recommend corrective actions.

(9) Provide detailed written reports of any trip, meeting or conversation to the COR subsequent to any interface between the TA and contractor

g. CORs shall not:

(1) Issue delivery/task orders;

(2) Change or give the appearance of changing the intent or substance of an order or contract;

(3) Perform their duties in a manner that would suggest the contract is a vehicle for personal services as described in reference (f);

(4) Interfere with contractor's dealings with organized labor or with the contractor's personnel practices, subcontractors or receive, inspect or accept supplies or services resulting from a requirement the COR initiated.

8. Action. All NFCS personnel, CORS and ACORS appointed for contracts awarded by NFCS activities shall comply with this instruction.



D. M. FITZGERALD  
Contracting Management

Distribution:  
NAVY SUPARS

Copy to:  
NAVSUP 32C2 (3 copies), 91, 93, 09PAM

Order from:  
Naval Inventory Control Point  
COG "I" Material  
700 Robbins Avenue  
Philadelphia PA 19111-5098

**SAMPLE COR NOMINATION LETTER**

From: Commanding Officer of requiring activity  
To: PCO of applicable NFCS activity

Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE

Ref: (a) NAVSUPINST 4205.3C "Contracting Officer's  
Representative (COR)

1. Pursuant to reference (a), I hereby nominate Mr./Ms. \_\_\_\_\_ as the Contracting Officer's Representative (COR) for the contract resulting from requisition number \_\_\_\_\_ to acquire \_\_\_\_\_ supplies/services in support of \_\_\_\_\_.

2. Mr./Ms. \_\_\_\_\_ qualifications are:

3. Mr./Ms. \_\_\_\_\_ title, code, business address, e-mail address and phone number are:

4. In case of any problems, disagreements, or other questions pertaining to the COR's performance of duties you may contact \_\_\_\_\_.

5. Mr./Ms. \_\_\_\_\_ has/has not completed Navy approved COR training. He/she attended/is scheduled to attend the COR course in (month, year).

6. The individual performance rating elements of Mr./Ms. \_\_\_\_\_ include/do not include the COR function (if not, why not).

7. If an Alternate COR (ACOR) is to be appointed to act in the absence of the COR, also provide the information requested in paragraphs 1 through 6 for the ACOR.

8. I recommend that the COR be assigned the following duties:

a. Control all Government technical interface with the contractor.

b. Ensure that a copy of all Government technical correspondence is forwarded to the contracting officer (ordering officer) for placement in the contract (delivery/task order) file.

c. Promptly furnish documentation on any request for change, deviation, or waiver, whether generated by the Government or the contractor, to the contracting officer and ordering officer for their action.

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Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE

d. Determine causes when the contract is not progressing as expected and make recommendations to the contracting officer for corrective action.

e. Monitor contractor performance to ensure individual contractor employees are of the skill levels required and are actually performing at the levels charged against the contract during the performance period.

f. Monitor contractor performance to ensure that the labor hours charged against the contract are consistent and reasonable for the effort completed and that any travel charged was necessary and actually occurred.

g. Monitor Government Furnished Property. Ensure that property provided the contractor is authorized by the contract.

h. Complete the COR Report of Contractor's Performance per the schedule established in the contract administration plan for the contract.

9. Any changes to these recommended duties must be discussed with the undersigned prior to issuing the appointment letter.

\_\_\_\_\_  
Signature of Commanding Officer or  
Designee

**SAMPLE COR APPOINTMENT LETTER**

From: PCO of the applicable NFCS activity  
To: COR

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE

Ref: (a) DFARS 201.602-2  
(b) NAVSUPINST 4205.3C Contracting Officer's  
Representative (COR)

Encl: (1) Contract Administration Plan  
(2) Contractor Invoice Review Form  
(3) Sample report of Contractor's Performance

1. Pursuant to references (a) and (b), you are hereby appointed as the Contracting Officer's Representative (COR) for:

Contract Number-----  
Contractor-----

Unless sooner terminated, in writing, by the contracting officer, this appointment shall remain in effect for the life of the contract described above. You are responsible for providing prompt notification to the contracting officer if, for any reason, it becomes necessary to terminate your appointment as COR. Your authority as a COR may not be redelegated.

2. As COR, you are the technical representative of the contracting officer in the administration of the contract described above. Your duties include providing technical direction and guidance as necessary with respect to the performance of work under the contract. You are to perform your duties per references (a), (b) and enclosure (1), and any amplifying instructions provided herein or provided in writing by the contracting officer at a later date.

3. In accomplishing your duties as COR you are cautioned to carefully monitor your actions/discussion or the actions/discussions of other Government personnel who may assist you in the performance of your duties to ensure that the contract does not become a personal services contract (see FAR 37.1 and DFARS 237.1).

4. You are responsible for bringing to the attention of the contracting officer, ordering officer (if the contract provides for issuance of task/delivery orders) and the functional code for whom the work is being performed, any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.

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5. You are not authorized either by this letter or by references (a) or (b), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or task/delivery order), or to direct the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, contact the PCO or ordering officer for guidance. You must be especially cautious when providing an interpretation of specifications. The understanding reached, or the technical direction given, must be formalized in writing and copies provided to the contracting officer (ordering officer) if notified that the contractor is of the opinion that the COR's interpretation is erroneous, the contractor shall notify the contracting officer (or ordering officer) in writing of his/her position.

6. Specific duties, in addition to those required by references (a) and (b), are as follows: (this section of the COR letter shall be tailored by the contracting officer to fit the particular contract situation. The following are examples of direction that could be used for this tailoring.)

a. Responsible for controlling all government technical interfaces with the contractor.

b. Responsible for ensuring those copies of all government technical correspondence are forwarded to the contracting officer (and ordering officer) for placement in the official contract (task/delivery order) file.

c. Responsible for promptly furnishing documentation on any requests for change, deviation or waiver (whether generated by the government or the contractor) to the contracting officer (and ordering officer) for placement in the contract (task/delivery order) file.

d. Responsible for reviewing contractor invoices and for completing and signing the Contractor Invoice Review form (enclosure (2)) for all contract invoices. Forward copies of the form to the PCO/ACO and the DCAA.

e. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations for appropriate corrective and/or preventative measures to the contracting officer (and ordering officer).

f. Periodically check contractor performance to ensure that

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the individual contractor employees are of the skill levels required, and are actually performing at the levels charged during the period covered. Via the contracting officer (ordering officer) request assistance from DCAA as necessary,

g. Periodically check contractor performance to ensure that the labor hours charged appear consistent and reasonable, and that any travel charged was necessary and actually occurred.

h. Ensure that any Government Furnished Property is adequately monitored and accounted for.

i. Submit a written report on the contractor's performance, enclosure (3), to the contracting officer (and ordering officer). This report shall be submitted within 60 days of completion of the contract (task/delivery order), but in no event less than annually.

\_\_\_\_\_  
Contracting Officer Signature and Date

\_\_\_\_\_  
COR Signature (which constitutes  
acceptance of the appointment and  
conditions thereof)

\_\_\_\_\_  
Date

(The COR shall retain one copy of this letter, signed by both parties, and shall return one copy to the contracting officer (and ordering officer within ten (10) days of receipt for placement in the contract (task/delivery order) file.)

**COR FUNCTIONAL REVIEW QUESTIONNAIRE**

(TO BE COMPLETED BY COR)

COR'S NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

TYPE OF CONTRACT \_\_\_\_\_

CIRCLE ONE

- |  |     |    |
|--|-----|----|
| 1. HAVE COMPLETED AN APPROVED COR COURSE?  | YES | NO |
| 2. DO YOU HAVE AN APPOINTMENT LETTER?  | YES | NO |
| 3. DO YOU HAVE A COPY OF THE CONTRACT?   | YES | NO |
| 4. DO YOU CONDUCT FLOOR CHECKS?  | YES | NO |
| 5. DO YOU REVIEW/APPROVE INVOICES?   | YES | NO |
| 6. DO YOU CHECK CONTRACTOR'S TIME CARDS?   | YES | NO |
| 7. DO YOUR COR DUTIES INCLUDE THE ADMINISTRATION<br>GOVERNMENT FURNISHED PROPERTY (GFP)? | YES | NO |

IF THE ANSWER TO 7 IS YES, COMPLETE THE FOLLOWING:

- |  |     |    |
|--|-----|----|
| DO YOU HAVE A LIST OF GFP?   | YES | NO |
| DOES CONTRACTOR HAVE POSSESSION OF GFP?                              | YES | NO |
| DO YOU KNOW THE PROCEDURES TO BE FOLLOWED<br>FOR DISPOSAL OF GFP?    | YES | NO |
| 8. DO YOU INITIATE REQUIREMENTS?                                     | YES | NO |
| 9. DO YOU KNOW AND UNDERSTAND THE CONCEPT OF<br>CONSTRUCTIVE CHANGE? | YES | NO |

CONSTRUCTIVE CHANGE OCCURS WHEN A CONTRACTING OFFICER OR OTHER GOVERNMENT OFFICIAL (E.G. COR) BY CONDUCT, CAUSES A CONTRACTOR TO PERFORM CHANGED WORK. SUCH CONDUCT MAY BE A BASIS FOR A CLAIM BY THE CONTRACTOR. AN EXAMPLE IS REQUIRING THE CONTRACTOR TO PERFORM, CONTRARY TO THE CONTRACTOR'S CORRECT INTERPRRETATION OF THE CONTRACT,

- |  |     |    |
|--|-----|----|
| 10. HAS THE CONTRACTOR PROVIDED A MATERIAL COST<br>BREAKDOWN FOR THE CONTRACT? | YES | NO |
|--|-----|----|

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- |   |     |    |
|---|-----|----|
| 11. FOR T&M/LABOR HOUR CONTRACTS, ARE THE MATERIAL COST INCIDENTAL TO PERFORMANCE?  | YES | NO |
| 12. ARE OTHER COSTS INCURRED AND ALLOWABLE?   | YES | NO |
| 13. DOES THE COR REVIEW AND CERTIFY THAT THE COSTS/PRICE INVOICED ARE REASONABLE FOR THE WORK PERFORMED OR TRAVEL AUTHORIZED? | YES | NO |
| 14. DO CPFF CONTRACTS INCLUDE A CLAUSE FOR PAYMENT OF FIXED FEE?  | YES | NO |
| 15. IS THERE EVIDENCE IN THE FILE THAT WORK WAS AUTHORIZED WITHOUT BENEFIT OF A FORMAL CONTRACTUAL AGREEMENT?                 | YES | NO |

**Contract Administration Appointments and Duties**

Contract Administration Appointments and Duties. The following sample "text" should be inserted in section G of solicitations and contracts when a COR (i.e., contracting officer's representative) will be designated. It should be used in conjunction with DFARS 252.201-7000. This text identifies the assigned duties of each individual involved in the administration of the contract and may be modified, as necessary, to fit the needs of the specific procurement.

**CONTRACT ADMINISTRATION APPOINTMENT AND DUTIES**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses, e-mail addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data
  - b. Freedom of Information inquires
  - c. Change/question/information regarding the scope, terms or conditions of the basis contract document; and/or
  - d. Arrange the post award conference (See FAR 42.503)

Name:
Address:
E-Mail:
Phone:

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42-302 and DFARS 242-302 except in those areas otherwise designated herein.

Name:
Address:
E-Mail:
Phone:

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- i. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name:
Address:
E-Mail:
Phone:

- i. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name:
Address:
E-Mail:
Phone:

- i. CONTRACTING OFFICER REPRESENTATIVE (COR) is responsible for:

- i. Liaison with personnel at the Government installation and the contractor personnel on site;
- i. Technical advice/recommendations/clarification on the SOW;
- i. The SOW for delivery/task orders place under this contract;
- i. An independent government estimate of the effort described in the definitized SOW;
- i. Quality assurance of services performed and acceptance of the services or deliverables;
- i. Government Furnished Property (GFP);
- i. Security requirements on Government installation;
- i. Providing the PCO or his designated ordering officer with appropriate funds for issuance of the delivery/task order; and or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or

delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification to the contract or in the case of a delivery/task order, until the ordering officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE SOW IN THE CONTRACT OR DELIVERY/TASK ORDER.

Name:
Address:
E-Mail:
Phone:

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name:
Address:
E-Mail:
Phone:

6. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

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The following limitations/restrictions are placed on the ordering officer:

- a. Type of order issued is limited by this contract to \_\_\_\_\_ pricing arrangements;
- b. No order shall be placed in excess of without the prior approval of the PCO.
- c. No order shall be placed with delivery requirements in excess of \_\_\_\_\_.

Name:
Address:
E-Mail:
Phone:

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**CONTRACTOR INVOICE REVIEW**

From: (Applicable COR)  
To: (Applicable PCO/ACO and DCAA)  
Subj: INVOICE REVIEW OF CONTRACT NO. \_\_\_\_\_  
(also identify delivery/task order number(s) as  
applicable)  
Encl: (1) Invoice No. \_\_\_\_\_

Check Appropriate Statement:

1. \_\_\_\_\_ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the labor hours, labor mix, material (if any), travel, and other direct costs identified therein appear consistent and reasonable for the effort performed during the period covered by the invoice.
2. \_\_\_\_\_ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the following discrepancies/deficiencies are noted:

\_\_\_\_\_  
Contracting Officer's Representative  
(signature and date)

Enclosure (5)

**SAMPLE REPORT OF CONTRACTOR'S PERFORMANCE**

MEMORANDUM

From: (Applicable COR)  
To: (Applicable PCO or Ordering Officer)  
Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) REPORT OF  
CONTRACTORS'S PERFORMANCE ON CONTRACT NUMBER \_\_\_\_\_  
OR DELIVERY/TASK ORDER \_\_\_\_\_  
ISSUED UNDER CONTRACT NUMBER \_\_\_\_\_

Ref: (a) NAVSUPINST 4205.3C

1. Performance report on (NAME OF CONTRACTOR) for subject contract for the period \_\_\_\_\_ to \_\_\_\_\_ is provided per reference (a).
2. Type of contract: \_\_\_\_\_ (COST REIMBURSEMENT, INDEFINITE DELIVERY/ INDEFINITE QUANTITY, ETC.)
3. Were all-deliverable reports received in a timely manner? Yes \_\_\_ No \_\_\_. Were they acceptable? Yes \_\_\_ No \_\_\_. If no to either question, explain.
4. Were all of the proposed key personnel used? Yes \_\_\_ No \_\_\_. If no, explain.
5. Were all tasks completed in a timely manner? Yes \_\_\_ No \_\_\_. If no, explain.
6. Comment on the quality of the contractor's performance (be specific).

For Cost Reimbursement, Firm Fixed-Price Level of Effort, or Indefinite Delivery/Indefinite Quantity type contracts address the following questions:

For each contract line item, list the hours proposed and the hours used in each labor category as follows:

CLIN \_\_\_\_\_

<u>Labor Category</u>	<u>Hours Proposed</u>	<u>Hours Actually Used</u>
-----------------------	-----------------------	----------------------------

Were the hours and mix of the labor categories actually used consistent with efficient and cost effective performance? Yes \_\_\_ No \_\_\_. If no, explain.

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Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) REPORT OF  
CONTRACTOR'S PERFORMANCE ON CONTRACT NUMBER \_\_\_\_\_  
\_\_\_\_\_(OR DELIVERY/TASK ORDER \_\_\_\_\_)  
ISSUED UNDER CONTRACT NUMBER \_\_\_\_\_

Were travel, material and other direct charges required for  
performance? Yes \_\_\_ No \_\_\_. Were the costs reasonable for the  
effort received? Yes \_\_\_ No \_\_\_. If no, explain.

\_\_\_\_\_  
Signature of COR

**COR FILE DOCUMENTATION**

A complete COR file should contain the following documentation:

1. A duplicate copy of the COR nomination and appointment letters.
2. Documentation supporting completion of COR training.
3. A copy of the procurement request(s) with Statement of Work (SOW). Independent Government Estimates (IGE).
4. A copy of the request for proposal and all amendments.
5. A copy of the Contractor's technical proposal.
6. Copies of pre-award correspondence.
7. A copy of the contract and all modifications.
8. A copy of all correspondence with the contractor, contracting officer and/or ordering officer, and other Government officials involved in the contract and/or delivery/task order.
9. A record of all Government Furnished Property, the date provided to the contractor, and the condition of the property when provided.
10. A copy of the Contract Administration Plan.
11. Copies of DD Forms 254, Security Specification.
12. Name, position title, phone number, e-mail address and function of every Government person who is providing technical or administrative assistance.
13. Name, position title, phone number, e-mail address of the alternate COR.
14. A surveillance plan describing when, where and how surveillance is accomplished, and how the results will be used.
15. Copies of the minutes and list of attendees for each contract related meeting.
16. Copies of test reports (if applicable).
17. Contract "diary".

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18. Government inspector's performance log.
19. An outline showing any important dates.
20. Contractor inspection procedure and log (if applicable).
21. Record of unforeseeable situations, conditions, Acts of God, etc and any actions taken to minimize adverse consequences.
22. A tickler system showing all due dates.
23. Copies of all contractor performance reports.
24. Descriptions of contractor performance or provisional deficiencies and steps taken to correct them.
25. A system of documenting all labor hours, costs, travel dollars authorized and expended.
26. Copies of all invoices and receipt documents processed from the contractor.
27. Copies of all receipt and acceptance documents processed.
28. Any additional supporting documentation.
29. Record of overall contractor performance evaluation at the end of the contract or delivery/task order.
30. Letter terminating COR appointment (if applicable).
31. Minutes of the contracting officer's debriefing of the COR at the end of the contract.

**DOCUMENTATION FORM FOR CONTRACT ADMINISTRATION PLAN**

Due to the nature of the effort described in Request for Contractual Procurement (RCP)/Purchase Request document number \_\_\_\_\_ for \_\_\_\_\_ type of services, specialized technical expertise is needed to ensure satisfactory contract completion. In accordance with reference (a), the following information is provided for use in developing the Contract Administration Plan (CAP) for the resulting contract.

.....  
Part I To be completed by the Requiring Activity)

	YES	NO	REMARKS
1. What type of service is to be Acquired: (The complete description is included in the SOW.) Give executive summary below:  Specify:			
a. Acquiring & Managing Consulting Services (SECNAVINST 4200.31C) (If yes, specify category in remarks column)	YES	NO	
b. Commercial Activity (CA) (OPNAVINST 4860.7B)	Yes	NO	
c. Commercial Industrial Services (CIS) (NAVSEA T0300-AA-MMI-010/CIS Manual)	YES	NO	_____
d. Other (Specify)	YES	NO	_____
2. What areas of effort require specific technical expertise to ensure efficient contract administration?			
a. Monitoring contractor performance	YES	NO	_____
b. Technical guidance to contractor during performance	YES	NO	_____

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- c. Inspection criteria/determination of acceptability drafts of data deliverables/reports YES NO \_\_\_\_\_
- d. Special personnel coordination YES NO \_\_\_\_\_
- f. Other (Specify) YES NO \_\_\_\_\_

3. What activity in-house expertise is available to assist in the contract administration?

- a. Project Manager (Name & Position) YES NO \_\_\_\_\_
- b. Ordering Officer (Specify) YES NO \_\_\_\_\_
- c. Contracting Officer's Representative (COR) (Attach Nomination letter) YES NO \_\_\_\_\_
- d. Technical Specialist YES NO \_\_\_\_\_
- e. Government Property Administrator YES NO \_\_\_\_\_
- f. Other (Specify) YES NO \_\_\_\_\_

4. Where will the contractor be required to perform?

- a. On Government Installation YES NO \_\_\_\_\_
- b. Contractor's Site YES NO \_\_\_\_\_
- c. Various locations (Attach a list specifying locations) YES NO \_\_\_\_\_

FOR INDEFINITE DELIVERY TYPE CONTRACTS (IDTCs) COMPLETE THE FOLLOWING:

- |  | YES | NO | REMARKS |
|--|-----|----|---------|
| 5. Who will prepare the task order SOW(s)? |     |    |         |
| a. Technical Specialist                    | YES | NO | _____   |
| b. COR                                     | YES | NO |         |

- c. Various individuals for the COR  
(Identify individuals) YES NO \_\_\_\_\_
- d. Ordering Officer  
(Identify individual) YES NO \_\_\_\_\_
- e. Other (Specify) YES NO \_\_\_\_\_
- 6. Who will prepare the Independent Government estimate?
  - a. COR \_\_\_\_\_ YES NO \_\_\_\_\_
  - b. Other (Specify) YES NO \_\_\_\_\_
- 7. Who will provide the appropriate accounting and appropriation data? Specify how.
- 8. What type of funding is to be provided?
- 9. Who will request a proposal for an order if one is needed? Specify how. Who will review the proposal?
- 10. Who will issue task orders?
- 11. Who will inspect the services?
- 12. Who will accept the services on behalf of the government?

SIGNATURES

DATE

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Approved by: \_\_\_\_\_

The responses describe the extent of expertise and availability within this activity. They are to be considered by the PCO in developing the Contract Administration Plan (CAP). I agree that successful contract administration will require the expertise available at this activity.



- o. Travel authorization \_\_\_\_\_
- p. Overtime authorization, if allowed under the contract \_\_\_\_\_
- q. Monitoring of security requirements \_\_\_\_\_
- r. Government furnished property/material \_\_\_\_\_
- s. Other special requirements \_\_\_\_\_  
(Specify)

2. What are the COR's specific duties?

3. If this is an IDTC are there "minimum" and "maximum" designated for hours, orders quantities, etc.?

If yes, who will monitor to ensure the maximum is not exceeded and the minimum is ordered?

4. If this is an IDTC, are there multiple awards?

If so, has a COR been appointed for each award?

5. Identify the schedule for submission of COR's written evaluation of contractor performance to the PCO.

6. How is the COR to be reviewed for satisfactory performance under the contract?

From this checklist, the contract administration plan was developed for solicitation/contract no. \_\_\_\_\_.

SIGNATURES

DATE

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Approved by: \_\_\_\_\_

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**SAMPLE TECHNICAL ASSISTANT APPOINTMENT LETTER**

From: (Commanding Officer or designee of requiring activity)  
To: (TA)

Subj: APPOINTMENT AS TECHNICAL ASSISTANT (TA) TO THE  
CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: NAVSUPINST 4205.3C, Subj: Contracting Officer's  
Representative (COR)

1. Pursuant to reference (a), you are hereby appointed as a TA to the COR for:

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

COR: \_\_\_\_\_

2. As TA, you are assigned to provide technical assistance and support to the COR in the administration of the contract described above. You may assist the COR in executing assigned inspection and monitoring duties; however, you may not provide any technical direction or clarification directly to the contractor. Any need for technical direction or clarification should be brought to the attention of the COR for appropriate action. You are to perform your duties in accordance with reference (a) and amplifying instructions provided herein.

3. In accomplishing your duties as a TA you are cautioned to carefully monitor your behavior/actions to ensure that the contract does not become a personal service contract through your actions.

4. You are not authorized, either by this letter, or by reference (a) to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule or any other terms or conditions of the contract (or task/delivery order) or the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, immediately stop discussions and notify the COR.

Enclosure (9)

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Subj: APPOINTMENT AS TECHNICAL ASSISTANT (TA) TO THE  
CONTRACTING OFFICER'S REPRESENTATIVE (COR)

5. Your specific duties are as follows: (This section of the TA letter should be tailored to address the specific duties the COR wants the TA to perform. The following are examples of duties that may be assigned to the TA.)

- a. Identify contractor deficiencies to the COR.
- b. Review contract/task/delivery order deliverables, recommend acceptance/rejection and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract/task/delivery order per the format and procedures prescribed by the COR.
- d. Identify contractor noncompliance with reporting requirements to the COR.
- e. Evaluate the contractor's proposals for specific task/delivery orders and identify problems/areas of concern/issues to be discussed during negotiations to the COR.
- f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection and/or Government technical clarification requests.
- g. Review invoices for the appropriate mix of types and quantities of labor, materials and other direct costs and provide the COR with recommendations to facilitate COR certification of the invoice.
- h. Provide the COR with timely input regarding technical clarifications for the SOW, possible technical direction to provide the contractor and recommend corrective actions.
- i. Provide detailed written reports of any trip, meeting or conversation to the COR subsequent to any interface between the TA and the contractor.

\_\_\_\_\_  
Commanding Officer (or Authorized representative)

\_\_\_\_\_  
TA Signature (which constitutes  
Acceptance of the appointment  
And conditions thereof)

\_\_\_\_\_  
Date

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(The TA shall retain one copy of this letter, signed by both parties, provide one copy to the contracting officer (ordering officer) for retention in the contract (task/delivery order) file, one copy to the COR for retention in the COR's contract file and one copy to the initiating official. Distribution to be complete within 10 days of receipt.)