



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER
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IN REPLY
REFER TO

DESC-CPB

JUN 03 2003

CONTRACTING INSTRUCTION (CI): 03-10
MEMORANDUM FOR CI Distribution

Subject: DESC Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR) Training Program and Sample Appointment Letter

This CI establishes and sets forth procedures for the training of those individuals performing as a COR or COTR for DESC.

The details of this COR and COTR training requirements are listed below.

All CORs and COTRs will be required to take the mandatory training before being designated as a COR or COTR. The COR and COTR optional training is not mandatory but is strongly recommended. This training requirement is not applicable to the GS-1102 Contracting Series.

COR and COTR mandatory training

Training for these individuals is provided free of charge through the Federal Acquisition Institute (FAI). The courses are available on-line at www.faionline.com.

COTR Module 1 – Orientation, average completion time 24 hours

COTR Module 2 – Acquisition, average completion time 32 hours

After successful completion of the two basic on-line courses the candidate can be designated as a COR or COTR by the Contracting Officer.

COR and COTR optional training

These courses are available through arrangements with the DESC Training Office.

Contracting Officer's Representative (COR), 3 days

Contracting Overview, 5 days

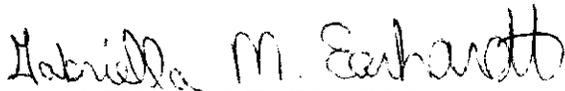
Contracting Officer's Representative (COR) Refresher, 1 day

Copies of all completed training certificates should be provided to the DESC Training Office for inclusion in the individuals training folder. A copy should also be furnished to DESC-CPB, Attn: Mr. Dennis S. Stanley.

After the completion of the mandatory training the Contracting Officer may appoint an individual to be a COR or COTR for DESC. The format to be used to appoint either a COR or COTR is available at the shared drive at Q / C / Contract Review / Contracting Officer, COR & COTR. Copies of these documents should be placed in the applicable contract folder along with the acknowledgement of the appointment signed by the COR or COTR. Each appointment for a COR or COTR is limited to the length of time of the original performance of the contract. If the contract is extended then a new letter of appointment must be executed.

Attached are a Sample COR/COTR Appointment Letter and the DLAD 90.601 Guidance for CORs and COTRs

This CI is effective immediately and expires upon inclusion into the DEPI. The Point of Contact is Mr. Dennis S. Stanley DESC-CPB, 767-8478.


GABRIELLA M. EARHARDT
DESC CENTER SENIOR
PROCUREMENT OFFICIAL

Attachments

COR & COTR Sample Appointment Letter

DESC-

MEMORANDUM FOR: (Address to individual, indicating rank or grade, branch, division, activity, and location.)

SUBJECT: Appointment as (Contracting Officer's Representative) (Contracting Officer's Technical Representative) for Contract Number SP0600-.

Under the authority vested in me by my warrant dated _____, and pursuant to paragraph 1.603-93, and Subpart 90.6, of the Defense Logistics Acquisition Directive (DLAD 4105.1), you are hereby designated [contracting officer's representative]/[contracting officer's technical representative] with authority conferred by the contracting officer. This contract, awarded by the Defense Energy Support Center (DESC), is for the period [Date] through [Date] for the [name/kind] service. In this capacity, you will receive direction from the DESC Contracting Officer (DESC CO). This authority may not be re-delegated except as set forth herein.

Areas of responsibility of the COR/COTR during contract performance may include (but are not all-inclusive) as follows:

- a. Monitor the contractor's performance to assure compliance with technical requirements of the contract.
- b. Review and approve progress and financial reports, and other items required for approval. Notify the contracting officer if reports or other items submitted are to be rejected.
- c. Notify the contracting officer if performance is not proceeding satisfactorily or if problems are anticipated.
- d. Advise the contractor to submit requests for changes in writing to the contracting officer, indicating the effect the change will have on the contract terms and conditions.
- e. Assure that changes in work under a contract are not implemented before written authorization or a contract modification is issued by the contracting officer.
- f. Keep the contracting officer informed of communication with the contractor in order to prevent possible misunderstandings or situations that could become a basis for future claims against the Government.
- g. Review and approve plans, provide comments on draft reports and deliverable documents and approval of final versions, perform tests and evaluation.
- h. Assure provision of technical information as specifically required by the contract.

You are further required to maintain adequate records to sufficiently describe the performance of your duties as COR/COTR during the life of this contract and to distribute such records as applicable. As a minimum, the COR/COTR file shall contain:

- a. Copy of COR designation letter.
- b. Copy of the contract and modification(s).
- c. Copy of DLAD Subpart 90.6, Guidance For Contracting Officers Representatives (CORS) and Contracting Officers Technical Representative (COTRS), copy enclosed.
- d. Copy of correspondence between COR and contractor.
- e. Names of technical and administrative personnel assisting the COR.
- f. Copy of records of COR inspections.
- g. Copy of statement indicating that the COR has read and understands Standards of Conduct (update semiannually).

The scope of your authority is subject to the following limitations. You are not authorized to:

- a. Alter the contract in any way, either directly or by implication.
- b. Issue instructions to the contractor to stop or start work.
- c. Order or accept goods or services not expressly required by the contract.
- d. Render a decision under the Disputes clause.
- e. Authorize delivery or disposition of Government property not authorized by the contract.
- f. Discuss acquisition plans or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.
- g. (Specify any other limitations on the COR's/COTR's authority.)

Strict compliance with DOD Directive 5500.7, (available at http://www.defenselink.mil/dodgc/defense_ethics/ethics_regulation/), and the Employees' Guide to the Standards of Conduct, (available at <http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=DESCGCounsel>) regarding standards of conduct and conflicts of interest is required. You are required to read these instructions immediately, review them semiannually, and document this accomplishment.

The CO shall receive a copy of all correspondence relating to COR duties forwarded by you to the contractor with appropriate explanation, if not apparent from the text. You will also forward to the CO a copy of correspondence from the contractor.

In your absence, please notify us as to who will be acting as COR. When an employee is required to act in your absence, notification shall be made to the contractor prior to your absence.

The points of contact within DESC for this [type/kind] of contract are: [Name], Contract Specialist, and [Name], Contracting Officer. These personnel can provide guidance and assistance in resolving problems.

Please acknowledge receipt of this appointment on the original document and return it to the undersigned DESC CO for retention in the contract file. You should retain a copy of this appointment letter and a copy of your acknowledgment.

This letter of appointment shall be in full force and effect until revoked by me or my successor in the same manner as it is hereby granted, or upon your transfer from the (branch, division, activity, and location).

[Name]
Contracting Officer

[Contracting Officer's Representative] [Contracting Officer's Technical Representative]

Alternate [Contracting Officer's Representative] [Contracting Officer's Technical Representative] if applicable

Attachment

ATTACHMENT

SUBPART 90.6 - GUIDANCE FOR CONTRACTING OFFICERS' REPRESENTATIVES AND CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVES

90.601 General.

This subpart provides Defense Logistics Agency (DLA) Contracting Officers' Representatives (CORs) and Contracting Officers' Technical Representatives (COTRs) a reference on many of the factors that surround their duties. Included are definitions of key terms, a brief summary of the environment in which the COR/COTR works, responsibilities of each of the participants in the acquisition process, and other information to assist CORs/COTRs in accomplishing their duties successfully. It is important for all to understand that this is only a guide. Recommendations on improving Subpart 90.6 may be provided to *J-3312*.

90.601-1 Reserved.

90.601-2 Acquisition process in DLA.

The acquisition process in DLA consists of four phases: The requirements determination phase, the specifications/statement of work (SOW) phase, the contracting phase, and the contract administration phase. A brief narrative on these four phases follows. The length of time it takes to complete a project from beginning to end depends on the complexity of the project. In some instances a project can take several years.

(a) Requirements Determination Phase. The requirements determination phase begins with identification of a need. In this phase, boundaries for the project, milestones, and source selection procedures are established. If necessary, the acquisition planning team is formed during this phase to oversee the project. The acquisition planning team normally consists of customer and technical personnel, budget personnel, and a representative from contracting. Soon after this team is formed and funding is provided, the specifications/SOW phase begins.

(b) Specifications/SOW Phase. The second phase is the development of the description of needs. During this phase members of the acquisition planning team draft specifications, purchase descriptions or other similar descriptions, and/or a statement of work. Technical evaluation factors are developed and milestones are updated during this period prior to moving forward to the third phase, contracting.

(c) Contracting Phase. The contracting phase includes preparation of the solicitation, evaluation of offers, contract negotiation (if applicable), and award of the contract.

(d) Contract Administration Phase. This phase begins with award of the contract and includes: delivery of supplies, and/or completion of performance of services; and partial, progress, and final payments to the contractor; all administrative actions; and contract closeout denoting the end of the phase.

90.601-3 The contract.

A Government contract is a document containing the rights and responsibilities of both the Government and the contractor. For ease of reference, most Department of Defense (DoD) contracts are structured as follows:

Section Title

Part I The Schedule

- A Solicitation/contract form
- B Supplies or services and prices/*costs*.
- C Description/specifications /*SOW*
- D Packaging and marking
- E Inspection and acceptance
- F Deliveries or performance
- G Contract administration data
- H Special contract requirements

Part II - Contract Clauses

- I Contract clauses.

Part III - List of Documents, Exhibits, and Other Attachments

- J List of attachments

Part IV - Representations and Instructions

- K Representations, certifications, and other statements of Offerors *or respondents*.
- L Instructions, conditions, and notices to offerors or *respondents*.
- M Evaluation factors for award.

90.602 Specific information concerning CORs and COTRs.

90.602-1 Reserved.

90.602-2 Definitions.

(a) Contracting Officer's Representative (COR). The individual designated in writing by the contracting officer to act as the contracting officer's authorized representative to monitor specific aspects of the contract and take action as authorized in the letter of appointment. The COR, when one is appointed, acts as the point of contact between the contracting officer and the COTR

assigned to the contract. COR responsibilities and limitations are established by the contracting officer.

(b) Contracting Officer's Technical Representative (COTR). The individual designated by the contracting officer to act as the contracting officer's authorized representative for technical aspects of the contract. The COTR reports to and assists the COR, when one is appointed, in providing technical oversight of the contractor's performance. COTR responsibilities and limitations are established by the contracting officer. In the event that a COR is not designated and only a COTR is appointed, the COTR shall report directly to the contracting officer.

90.602-3 Designation of the COR/COTR.

(a) The contracting officer may select and designate any Government employee, military or civilian, to act as the contracting officer's authorized representative as a COR/COTR on a contract subject to the authority and limitations outlined in the letter of appointment. In selecting an individual as an authorized representative, the contracting officer shall ensure that the individual possesses qualifications, *training* and experience commensurate with the authority which the COR/COTR will exercise. ***All CORs/COTRs shall complete approved training prior to being issued a letter of appointment (see DLAD 1.603-93(a)). Local training coordinators should be consulted for sources of approved COR/COTR training courses.***

(b) A COR/COTR shall be designated by name and position title. In accordance with 1.603-91(a) each designation of a COR/COTR shall be in writing and shall clearly define the scope and limitations of authority. The extent of the authority and limitations of the COR/COTR for each individual contract is determined by the letter of appointment from the contracting officer. Changes in the scope and limitation of authority may be made either by issuing a new designation or by amending the existing designation. When one COR/COTR is appointed for more than one contract, separate designations shall be issued for each contract. A copy of each appointment letter shall be forwarded to the applicable payment office(s) when the COR/COTR is authorized to certify invoices for payment. This copy shall be annotated with the COR/COTR's address and telephone number if this information is not readily apparent in the letter.

(c) A designation of a COR/COTR shall remain in effect through the life of the contract unless revoked by the contracting officer, the contracting officer's successor, or in the event of reassignment of the individual designated.

(d) The contracting officer shall be notified immediately in writing, by the COR's/COTR/s immediate supervisor, if the individual appointed as COR/COTR is transferred, reassigned, will be absent for an extended period, or is otherwise unable to fulfill the responsibilities of the position.

90.602-4 Responsibilities of the COR.

(a) Planning. The individual rights and obligations of both the contractor and the Government should be clearly established by the contract terms. Often the action of one party to the contract

affects the other party; therefore, planning is necessary before performance begins to integrate the actions of both parties. For example, if the contract specifies that property or services are to be supplied by the Government, the COR must ensure delivery of such Government-furnished property or services. The Government's responsibility for other actions such as the approval of plans, comments on draft reports, performance of tests and evaluation, and provision of technical information to the contractor requires the Government to share in the responsibility for contract completion. The Government must be responsive and act in a responsible manner. Delays or omissions by Government personnel in performing reviews, giving approvals or disapprovals, or furnishing required information may entitle the contractor to an equitable adjustment as provided for in the contract.

(b) **General Responsibilities.** Responsibilities of the COR vary with the type of contract and complexity of the acquisition. For a contract of any complexity, the COR has many duties, including: monitoring of progress and performance by the contractor, controlling of Government property and facilities, where necessary, recommending contract modifications and terminations, certifying receipt of supplies/services, and accomplishing other tasks required by the contract or the contracting officer. In fulfilling the responsibilities, the contracting officer shall require the COR to:

(1) Read and maintain a copy of the contract provided by the contracting officer together with contract modifications which may be issued;

(2) Become thoroughly familiar with the terms and conditions of the contract to assure compliance with the provisions contained therein; and

(3) Promptly inform the contracting officer of any delay in the progress of work or any problem encountered that may require a contract modification or other administrative action.

(c) **Specific Responsibilities.** Each contract must be treated on an individual basis, because it may place responsibilities on the COR unique to that contract. Specific responsibilities that CORs perform on nearly every contract are addressed below, but no list could be all-inclusive. CORs should note specific responsibilities outlined in the COR/COTR letters of appointment and pay particular attention to limitations on their authority.

(d) **Monitor Technical Compliance.** The COR must ensure that the contractor complies with all technical requirements of the contract, including the submission of required reports or other documentation. In this function the COR shall:

(1) Notify the contracting officer of potential or actual performance problems and recommend remedial action. If verbal notification is given to the contractor, the COR shall follow this up in writing to the contracting officer. COTRs have a corresponding duty to inform CORs.

(2) 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. Section E of the contract provides information on inspections and acceptance. In the case of purchase orders, the body of the order contains this information.

(3) 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.

(4) Inform the contracting officer in writing of any needed change in the scope of work in the contract so that a modification may be issued, as appropriate.

(5) Report all unacceptable deliverables. If the work is deemed unsatisfactory, the COR shall report all deficiencies in writing to the contracting officer who will determine what further actions are required.

(6) Report all acceptable deliverables. The COR shall provide written notification to the contracting officer when the contractual requirements have been fulfilled and are technically acceptable. The evaluation of contractor performance may be documented on either a DD Form 250, a letter of acceptance, or the verification of receipt on a commercial invoice. The verification of receipt on the invoice or on the DD Form 250 is the most common form of documenting acceptance. These documents also serve as instruments in making payment. The disbursing office (the office that pays the contractor) will be identified in the contract. A copy of the contract and records of any payment made on the contract will be on file at that disbursing office. Although contractors send invoices directly to the disbursing office, the disbursing office will not make payment without the signature of an individual authorized to certify that the invoice is proper. It is the COR's responsibility to certify that the services/supplies have been received and are acceptable.

(7) 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. The COR is encouraged to call upon other technical personnel to assist COTRs for this purpose. Where there is no appointed COTR, the COR is authorized to provide the assistance to the contractor on technical matters within the scope of the contract. Any technical assistance given to the contractor by the COR/COTR 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 contracting officer immediately whenever the contractor disagrees with or refuses to comply with any technical aspects of the contract as interpreted by the COR. The contracting officer shall provide final resolution in cases of disagreement between the COR/COTR and the contractor.

(8) Request deobligation of excess funds. A contracting officer who is not located at the place of performance may not be aware of contingencies which develop during the life of the contract and may require the deobligation of 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 contracting officer by letter that there are excess funds on the contract. Funds can be deobligated from a contract only by a contract

modification signed by the contracting officer. The modification will inform the Comptroller that money has been deobligated and, therefore, can be decommitted.

90.602-5 Responsibilities of the COTR.

(a) **General Responsibilities.** The general responsibilities of the COR and COTR are similar, but the COTR reports to the COR, and the COR reports to the contracting officer, when appointed. The COTR's function is to act as the technical advisor to the COR when appointed. When a COR is not appointed, the COTR reports directly to the contracting officer.

(1) Assure that the COR has an understanding of individual responsibilities and working arrangements. Such discussions are necessary immediately after appointment and are appropriate at any time during the period of contract performance;

(2) Arrange a schedule with the COR to monitor contractual requirements. The contracting officer must be promptly informed of delays in progress of work and of any problem encountered that may require a contract modification or other administrative action;

(3) Become knowledgeable of the duties and functions of the COR; and

(4) Inform the COR of any disagreements with the contractor regarding technical interpretation of the contract.

(b) **Specific Responsibilities.** The specific responsibilities of the COTR will vary with each contract. COTRs should become familiar with all responsibilities outlined in the COTR letter of appointment and with the limitations on their authority. If authorized by the contracting officer, it is the COR's responsibility to determine when the work is complete and conforms with the technical requirements of the contract. However, the COTR will often be delegated this responsibility when technical expertise is needed. The COTR is not authorized to execute DD Form 250 or any other formal written acceptance unless the COTR has been specifically designated the authority to do so in writing. The COTR may be required to assist the COR with inspections or evaluations required by the contract.

90.602-6 Limitations on the authority of the COR/COTR.

(a) The authority vested in a COR/COTR is subject to the following limitations: The COR/COTR is not empowered to sign any contract, including delivery orders, purchase orders, or communication service authorizations (CSAs), or to modify a contract, or in any way obligate payment of funds by the Government. The CORs/COTRs may not take any action which may have an impact on contract or delivery order schedules, funds, or scope of work. All contractual agreements, commitments or modifications which involve prices, quantities, quality, or delivery schedules shall be made only by the contracting officer.

(b) While the COR/COTR limitations can be simply stated, assuring that the COR/COTR does not exceed the authority granted is much more complex. In the course of performing COR/COTR 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/COTR. These examples illustrate that the COR/COTR may exceed the scope of their authority by inaction or improper action. Two examples illustrate this point.

(1) Example 1: A user calls a COR and states that there is an insufficient number of copies of documentation delivered by the contractor. Certainly, it is within the realm of the COR's authority to advise the contractor that the required number of deliverables were not shipped/received. The COR notifies the contractor that additional copies must be provided to satisfy contractual requirements. The contractor delivers the quantity of documentation in accordance with the COR's instructions and submits an invoice for extra copies of the documentation. It is then discovered that the contractor had originally delivered the number of copies required by the contract. The COR's failure to review the contract prior to requesting additional copies has caused the COR to proceed beyond the authorized limitations and created a situation in which the Government may have to pay for the additional goods through ratification of the COR's unauthorized act. Further, the COR could incur a personal liability even though the COR may not have taken action which could be binding on the Government.

(2) Example 2: 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. In summary, the COR/COTR is not authorized to:

- (i) Alter the contract in any way, either directly or by implication;
- (ii) Issue instructions to the contractor to start or stop work. Only the contracting officer may do this;
- (iii) Order or accept goods or services not expressly required by the contract;
- (iv) Render a decision under the Disputes clause;
- (v) Authorize delivery or disposition of Government property not authorized by the contract; and
- (vi) Discuss acquisition plans or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.

90.603 COR/COTR files.

90.603-1 Contents of the COR/COTR files.

(a) The COR/COTR is required to document all actions taken in regard to the contract. To the extent that contractual documents and correspondence do not explain all actions taken, suitable records must be prepared promptly and placed in the official COR/COTR file. The importance of maintaining complete and orderly files cannot be overemphasized, and it is critical to transfer of responsibility if the COR/COTR is changed during the term of the contract.

(b) 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 contracting officer.

90.603-2 Required documents.

The following documents are required for the effective performance of COR/COTR functions and to establish the official COR/COTR file. Both the COR and COTR keep separate files of their own.

- (a) Contract and modifications thereto;
- (b) COR/COTR letter of appointment and any correspondence from the contracting officer which amends the letter of appointment;
- (c) For CORs, the names of technical and administrative personnel (e.g., COTRs);
- (d) Statement indicating that the COR/COTR has read and understands DLAD 5500.1, Standards of Conduct;
- (e) Records of COR/COTR inspections and all receiving and acceptance documents;
- (f) Correspondence to and from the contracting officer and the contractor;

- (g) Memoranda of phone conversations, meetings, and discussions relating to the contract;
- (h) Progress reports;
- (i) Inspection and evaluation reports; and
- (j) Any other document pertaining to the contract.

90.603-3 Disposition of completed COR/COTR files.

Since the COR/COTR is an authorized representative of the contracting officer, the COR's/COTR's records are a part of the official postaward contract files and shall be forwarded to the contracting officer for retirement with the official contract file upon completion of the contract. Documents which pertain to the contract shall be clearly identified when forwarded to the contracting officer.