



## DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND  
2531 JEFFERSON DAVIS HWY  
ARLINGTON VA 22242-5160

IN REPLY REFER TO

NAVSEAINST 4200.17B  
OPR 0283LP  
SER 02/ 468  
11 Sept 96

### NAVSEA INSTRUCTION 4200.17B

From: Commander, Naval Sea Systems Command

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) DFARS Subpart 201.602-2 Responsibilities  
(b) FAR/DFARS Part 37 Service Contracting  
(c) NAVSEAINST 4200.19 Service Contract Restrictions and Safeguards  
(d) SECNAVINST 4205.5 Contracting Officer's Technical Representative (COTR)

Encl: (1) COR Nomination Letter  
(2) COR Appointment Letter  
(3) Contract Administration Data

1. Purpose. To implement reference (a) by providing updated guidance to Naval Sea Systems Command (NAVSEA) Headquarters and its field activities personnel on the use of the COR, his/her duties, responsibilities, limitations, and relationship to the Contracting Officer.

2. Cancellation. This instruction cancels and supersedes NAVSEAINST 4200.17A of 27 September 1990.

### 3. Definitions

a. Contracting Officer's Representative (COR) - is a technically qualified, properly trained individual nominated by the requiring activity and appointed in writing by the Procuring Contracting Officer (PCO) to serve as liaison between the Government and a contractor for the technical aspects of a specific contract or order. The COR monitors the contractor's performance, serves as the focal point for the resolution of technical issues, and provides technical and administrative support to the Contracting Officer. (The COR was formerly COTR (Contracting Officer's Technical Representative).) The PCO will specify, in writing, duties assigned to CORs which are in accordance with enclosure (1) to reference (d).

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b. Technical Instructions (TIs), as used in this instruction, also includes earlier terminology references such as Task Assignments (TAs), Delivery Orders, Task Assignment Records (TARs), or Task Directives/Technical Directions (TDs) - are written guidance or specific task directions to the contractor within the scope of the contract statement of work.

c. Field Procurement Office (FPO) - is a field purchasing office that awards or executes a contract for supplies or services and/or performs postaward functions not assigned to a contract administration office.

d. Service Contract - is 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. References (a) and (b) list some of the areas in which services contracts are found.

4. Background. Previous audits and inspections at NAVSEA concluded that: (1) The reference (d) requirement for Contracting Officers to review one third of their CORs each year, to perform oversight and evaluation of CORs, and to monitor their collective performance to ensure compliance with procurement regulations and instructions needed to be reinforced; and (2) CORs had not been assigned to all service contracts.

5. Scope. This instruction provides procedures for the official designation of a COR. The provisions of this instruction apply to all contracts in which a COR will be designated by the PCO.

6. Action. To ensure adequate surveillance of contractor performance under service contracts or hardware contracts containing engineering services, a COR may be designated in writing by the PCO. In extraordinary cases where a COR is not designated in writing, the PCO shall assume COR responsibilities on an interim basis until a qualified COR is appointed. The primary duties of the COR include: (1) monitoring the contractor's technical compliance and progress and identifying promptly to the PCO all observed substantive deficiencies in compliance with contract/delivery order terms and conditions; (2) ensuring that all Technical Instructions (TIs) issued to the contractor do not individually or collectively constitute an action or actions more properly subject to the "Changes Clause" of the contract, are otherwise within the scope of the contract

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statement of work and available funds, and are in writing; (3) acting as coordinator, maintaining records of and ensuring the acceptability of all specified contract deliverables; (4) maintaining records of and reviewing invoices to ensure the general appropriateness of types and quantities of labor and material to the task being performed and (5) monitor financial status and period of performance of contract and ensure procurement requests are submitted in adequate time to avoid lapses in contractual coverage. It is incumbent upon each COR to inform the PCO if administrative and/or financial conditions exist that may result in a lapse in essential coverage. Only the PCO may redelegate or alter COR assignments, and then only to individuals with the required training and qualifications.

7. Procedures:

a. TIs may not be used to: (1) assign work not covered by the scope of the contract; (2) direct a change as defined in the clause entitled "Changes" or similar clause; (3) increase or decrease the estimated contract cost, the fixed or award fee, the fixed price, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions, or specifications of the contract. It is recognized that, in an urgent situation, the contractor may be given oral direction, but any oral direction must be formalized in writing within 5 working days. However, copies of TIs must be retained internally for record purposes and physically provided to the contractor in written or electronic form.

b. Officials who approve Procurement Requests (PRs) or requirements are responsible for nominating a qualified individual to act as COR for the resulting contract. In cases where a multi-task contract is required to provide support for several technical codes, the COR may assign technical personnel to assist with the administrative functions associated with each of the various efforts involved. A COR Nomination Letter, enclosure (1), shall be submitted to the cognizant Procuring Contracting Officer (PCO) as part of the PR package. The PCO shall verify the training and experience status of the proposed COR through reference to the database maintained by SEA 0283 (see c. below). If the PCO disagrees with the nomination, the PCO will resolve these differences with the nominating official. If a COR

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is required for the contract, but has not been nominated prior to contract award, award may be delayed at the discretion of the PCO or the PCO may assume COR responsibilities.

c. To be eligible for appointment as a COR, the proposed appointee should first successfully complete the basic COR course approved by NAVSEA for training in areas including, but not limited to, the Anti-Deficiency Act, constructive changes, personal versus nonpersonal services, unauthorized commitments, and types of contracts. COR training is provided periodically and should be scheduled through the Human Resource Center - Naval Sea Systems Command (HRC-NSSC), Code HRC 61. The training should have been completed prior to the appointment date, and a refresher course is required once every three years thereafter. Field personnel currently functioning as CORs do not have to take the basic NAVSEA COR course if they have taken and successfully completed the 3-5 day course offered by NAVSUP, however, all CORs are subject to the NAVSEA refresher course requirement every three years. Interim changes in procedures, instructions or updates as required will be provided through SEA 0283, which shall maintain the NAVSEA Headquarters database for currently qualified CORs assigned to N00024 contracts and will provide the Headquarters Directorate with names of personnel who are in need of refresher training as appropriate. SEA 0283 and FPOs will maintain and use their respective COR databases and will conduct annual reviews of COR performance in accordance with the COR checklist, which is enclosure (1) to enclosure (2). Results of this review shall be provided to SEA 0283.

d. Field activities may establish and conduct their own COR training programs. The chiefs of the contracting offices (CCOs) at these activities shall be responsible for ensuring that local training conforms in length, content, and frequency to the standards cited in paragraph c above. CCOs also shall be responsible for ensuring that local COR training instructors are qualified and that appropriate training records are maintained.

e. The CORs name, code, and telephone number shall be included in the contract under Section G, "Contract Administration Data." Also in Section G, a statement must be included to require that copies of all progress payment request vouchers or invoices be forwarded to the COR (see enclosure (3)).

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In the case of multiple CORs, the contract will identify the individual Contract Line Item Numbers (CLINS) or Sub Line Item Numbers (SLINS) for which the respective CORs are responsible. Only those CORs specified in Section G are authorized to issue TIs.

f. The PCO must be advised in writing prior to a COR assignment change. Recommendation for a new COR will be made by the requiring activity in the same manner as prescribed in paragraph 7b above. A contract modification and COR appointment letter will be issued to reflect the change.

g. COR performance must be considered in rating the individual assigned COR functions for annual performance appraisals. This rating should include input from the PCO to the CORs supervisor. Performance appraisals shall include a separate critical performance element for evaluation of COR duties if COR functions constitute a substantial portion of the employee's total duties.

h. The PCO will provide the COR with an original and one copy of the COR Appointment Letter, enclosure (2), which specifies the COR's duties. The COR shall acknowledge this appointment by signing the letter and returning it to the PCO for inclusion in the contract file.

i. The PCO will forward a copy of the COR Appointment Letter to the cognizant Administrative Contracting Officer (ACO), the Contractor, and SEA 0283 (if at NAVSEA Headquarters) or the cognizant FPO.

8. Separation of Functions. To ensure a proper separation of functions, individual CORs should perform only one of the following functions: (a) initiating the requirement; (b) placing orders; and (c) performing receipt, inspection, and acceptance. If circumstances preclude an individual COR from performing a single function, then, at a minimum, the individual COR responsible for placing orders shall not perform receipt, inspection, and acceptance.

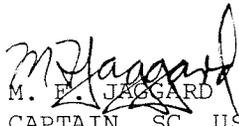
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9. Implementation

a. The cognizant requiring activity will be responsible for monitoring the COR and providing technical guidelines within which the COR is to operate. When the COR function is centralized in support of numerous requiring activities or organizational elements, the COR shall report to, and receive technical guidelines from, a senior manager in the parent organization.

b. The Contracts Directorate (SEA 028 for Headquarters), and each FPO will maintain a list of all active CORs. The PCO, in coordination with SEA 028, will annually review the files and performance of approximately one-third of active CORs. Results of reviews are to be provided to COR supervisors and program management offices for action.

c. The COR database shall contain the following information:  
(1) CORs name last, first, middle initial; (2) Rank; (3) COR Number; (4) COR Code; (5) Telephone number; (6) Field Activity; (7) 3-day training date; (8) 1-day refresher training date; (9) PR Number; (10) Contract Number and (11) COR Review Year.

  
M. F. JAGGARD  
CAPTAIN, SC, USN  
DEPUTY COMMANDER FOR CONTRACTS

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**PART I - NOMINEE DATA**

NAME:	LAST	FIRST	M.I.
	ACTIVITY/ORGANIZATION	TITLE	RANK/GRADE
	ORGANIZATIONAL CODE	PHONE NUMBER	

**PART II - QUALIFICATION/EXPERIENCE AS COR**

A. Brief description of technical duties to be performed as COR for proposed contract:

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B. Brief description of present/past duties as COR. Include, where available, contract number, PCOs, quantity, complexity, dollar amount of task orders/work assignments:

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C. Number of years of experience as technical representative or as COR (if applicable):

<u>DATE</u>	<u>POSITION</u>	<u>DUTIES</u>
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D. Number of years of other directly pertinent experience:

<u>DATE</u>	<u>POSITION</u>	<u>DUTIES</u>
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**PART III - TRAINING**

(LIST ANY CONTRACTING/COR RELATED COURSES)

A.	SCHOOL/COURSE TITLE	HOURS	DATE COMPLETED
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B. Successful Completion of COR Training (Attach copy of certificate): YES \_\_\_ NO \_\_\_

If yes:	DATE OF COURSE	PLACE	COURSE INSTRUCTOR (IF KNOWN)
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C. Completion of COR Refresher training: YES \_\_\_ NO \_\_\_

If yes:	DATE OF COURSE	PLACE	COURSE INSTRUCTOR (IF KNOWN)
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TYPED/PRINT NAME OF NOMINEE	SIGNATURE	CODE	DATE
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TYPED/PRINT NAME OF RECOMMENDING OFFICIAL	SIGNATURE	CODE	DATE
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ENCLOSURE (1)

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From: Contracting Officer  
To:

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT  
LETTER

Ref: (a) NAVSEAINST 4200.17B Contracting Officer's  
Representative  
(b) SECNAVINST 4205.5 Contracting Officer's Technical  
Representative (COTR)  
(c) NAVSEAINST 4200.19 Service Contract Restrictions  
and Safeguards  
(d) NAVSEAINST 5910.2C Administration of Non-Payroll  
Personnel Occupying NAVSEA Headquarters Space  
(e) COMNAVSEA Memo Ser: 00/4043 of 2 May 89, subj:  
Recoupment of Funds from Cost Reimbursement  
Level of Effort Contracts (NAVSEA July 1986)

Encl: (1) COR Checklist

1. You are herewith appointed as the Contracting Officer's  
Representative (COR) under the following contract(s):

Contract Number

Contractor

2. In accordance with references (a) and (b), specific duties  
which you are expected to perform include:

a. Review and, upon concurrence, sign all Technical  
Instructions (TIs) to the contractor to assure all tasks  
performed are within the scope of the contract, and ensure that  
copies are forwarded to the Administrative Contracting Officer  
(ACO). The "scope of the contract" is defined as the  
description, specifications, and work statement contained in  
Section C of the contract for the particular Contract Line Item  
Number (CLIN) under which a TI is issued. The COR is **NOT**  
authorized to issue any TI or other direction to the contractor  
which would alter the scope of the contract, the price, the  
delivery schedule, or any other terms and conditions of the  
contract. Review the contract requirements entitled "TECHNICAL  
INSTRUCTIONS" (NAVSEA 5252.242-9115) AND "CONTRACTING OFFICER'S  
REPRESENTATIVE" (DFARS 252.201-7000).

Enclosure (2)

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b. Prior to issuance of any TI, including oral direction, the COR shall ensure that adequate funding has been obligated to the contract to cover the estimated amount of each TI.

c. Receive and review copies of all correspondence with the contractor concerning TIs to assure that the scope of the work is not altered.

d. When a situation warrants the use of TIs, ensure that all such TIs or understandings reached with regard to the specifications or statement of work (SOW) are defined in writing. When the TI effort requires interpretation as to a contract change or contract scope, the concurrence of the Procuring Contracting Officer (PCO) shall be obtained prior to the contractor commencing work on any task. In urgent situations, the contractor may be given oral technical instructions; however, these oral instructions shall be followed up in writing within 5 working days.

e. Ensure that technical direction given the contractor does not entail personal services or explicitly or implicitly requires actions that change price, quantity, delivery schedule or other contract terms and conditions. Personal service occurs when contractor personnel are used as though they were Government employees or were interchangeable with Government employees. References (a) and (b) provide detailed guidance on the proper use of contractor personnel. Reference (c) lists basic Government management functions which contractors may not perform.

f. Avoid any action, either direct or implied, that could result in a change in the pricing, quantity, delivery schedule, or any other terms or conditions of the contract, or any action that dictates a level of performance to continue beyond the delivery date or period of performance listed in the contract.

g. Bring to the PCO's attention, via the Program Manager or the NAVSEA functional code for which the work is being performed, any inefficient or wasteful methods being used by the contractor. Make recommendations for corrective or preventive measures as appropriate.

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h. Be aware that the contract(s) will require copies of all invoices to be submitted to the COR, by code and name; however, your approval is not required for payment. Invoices should be reviewed for cost reasonableness and to ensure that they are submitted in accordance with contract requirements, and that the Progress Reports accurately reflect that work specified in the contract has actually been performed. Discrepancies should be submitted in writing to the PCO and ACO.

i. In accordance with reference (e), if you will be issuing TIs under a cost reimbursement level of effort contract make yourself aware of the contract requirement entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122) and monitor contractor performance to include the submission of the required "end of performance" report.

j. Maintain a file for each contract, which shall include: a copy of the contract and modifications, a copy of the signed COR Appointment Letter, all TIs issued, a cumulative tally of expended labor-hours and dollars for each TI issued, a copy of all invoices received, and a record of all deliverables and/or contractor progress reports received which cites their disposition.

k. Prepare a current and past performance report for the PCO within 60 days of contract completion. The report must reflect detailed performance by the Contractor, indicate whether all deliverables were received, accepted, and specify any problems associated with the contract. In the case of a multi-year contract, performance reports must be submitted annually.

l. Provide prompt written notification to the PCO if, for any reason, your tenure as COR is recommended for termination.

m. Enclosure (1) is forwarded to assist you in managing your COR duties and responsibilities.

3. The duties and responsibilities set forth herein are not intended to be all inclusive. Specific individual situations that: (a) have not been covered, (b) have created a question, or (c) are considered to be beyond your scope as COR should be brought to the attention of the PCO in order to obtain advice on proceeding in the best interest of the Government.

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4. A signed copy of this letter must be returned to the PCO to signify acceptance to this appointment (PCO will forward a copy to SEA 028). In addition, you must comply with references (a) through (d).

5. Unless sooner terminated, this appointment is effective as long as the contract(s) listed in paragraph 1. above remain a primary responsibility and duty of the appointee. The COR may **NOT** delegate these duties to another individual. In the absence of the COR(s) identified in the contract, TIs may only be signed by the PCO.

Acceptance:

\_\_\_\_\_  
Contracting Officer's  
Representative

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Procuring Contracting Officer

\_\_\_\_\_  
(Date)

Copy to:

SEA 028  
Cognizant Contractor  
Cognizant ACO

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COR CHECKLIST

1. TRAINING:
  - a. Have you completed COR training?
  - b. Have you had COR refresher training within 3 years?
  
2. SEPARATION OF FUNCTIONS:
  - a. Did you initiate the requirement?
  - b. Did you place the order?
  - c. Did you perform the receipt, inspection and acceptance function?
  
3. CONTRACT FILE:
  - a. Have you established a COR File?
  - b. Do you have your COR Nomination Letter in your COR file?
  - c. Do you have your COR Appointment Letter in your COR file?
  - d. Do you have a copy of the contract and modifications in your COR file?
  - e. Do you have all the TIs incorporated into your COR file?
  - f. Do you have a cumulative tally of expended man-hours and dollars for each TI?
  - g. Do you have a record of all deliverables and/or contractor progress reports received which cite their disposition?
  - h. Do you have correspondence from the contractor and correspondence between you and the contractor, e.g., telephone conversations, etc., incorporated into your file?
  
4. TYPE OF CONTRACT AND FUNDING:
  - a. Is this a consulting service type contract? If so, do you have the proper funding documentation?
  
5. TECHNICAL INSTRUCTIONS (TIs):
  - a. Have oral instructions (oral TIs) been issued only for urgent work?

ENCLOSURE (1) to Encl (2)

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- b. If you have issued any oral TIs, have you followed up with written TIs within 5 working days?
- c. Have you ensured that your technical direction given to the contractor does not entail personal services?
- d. Are these TIs within the scope of the SOW? Have any of these TIs changed the price, quantity, delivery schedule, or any other terms or conditions of the contract?

6. INVOICES:

- a. Has the contractor provided you with copies of all invoices?
- b. Have the invoices been reviewed for cost reasonableness?
- c. Do the invoices reflect accurately work which has been specified in the contract and verification that work has been satisfactorily completed?
- d. Have you reviewed the invoices to ensure the general appropriateness of types and quantities of labor and material?

7. REPORTS:

- a. After completion of contract, have you prepared a performance report and forwarded it to the PCO within 60 working days?
- b. For a multi-year contract, have you submitted annual report?

DEFINITIONS

1. CONTRACTING OFFICER REPRESENTATIVE (COR) is a technically qualified, properly trained individual nominated by the requiring activity and appointed in writing by the PCO to serve as liaison between the Government and a contractor for the technical aspects of a specific contract or order. The COR monitors the contractor's performance, serves as the focal point for the resolution of technical issues, and provides technical and administrative support to the contracting officer.

2. TECHNICAL INSTRUCTIONS (TIs) are written guidance or specific task directions to the contractor within the statement of work (SOW).

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3. SERVICE CONTRACT is 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.

4. PERSONAL SERVICE CONTRACT is a contract that, by its express terms or as administered, makes the contractor personnel appear to be Government employees.

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SECTION G - CONTRACT ADMINISTRATION DATA

Contracting Office Representative:

COMMANDER

ATTN:

NAVAL SEA SYSTEMS COMMAND

2531 JEFFERSON DAVIS HWY

ARLINGTON, VA 22242-5160

TELEPHONE No. 703/602-

The Contractor shall forward a copy of all progress payment request vouchers or invoices to the Contracting Officer's Representative.

Enclosure (3)