

CESWL-CT

DEPARTMENT OF THE ARMY
Little Rock District, Corps of Engineers
P. O. Box 867
Little Rock, Arkansas 72203-0867

SWLR 715-1-10
Change 1

Regulation No.
715-1-10

8 November 1995

Procurement
DUTIES AND RESPONSIBILITIES
CONTRACTING OFFICER REPRESENTATIVE (COR)

1. This is change 1 to SWLR 715-1-10, dated 22 August 1995.
2. Substitute the revised page as shown below:

REMOVE

page 5 ✓

INSERT

page 5 ✓

3. Change 1 is effective upon receipt.
4. File this change sheet in front of the regulation for reference purposes.



P. S. MORRIS
Colonel, Corps of Engineers
District Engineer

DISTRIBUTION A

CESWL-CT

DEPARTMENT OF THE ARMY
Little Rock District, Corps of Engineers
P.O. Box 867
Little Rock, Arkansas 72203-0867

SWLR 715-1-10

Regulation No.
715-1-10

22 August 1994

Procurement
DUTIES AND RESPONSIBILITIES
CONTRACTING OFFICER REPRESENTATIVE (COR)

1. PURPOSE. This regulation establishes policy, procedures, and training requirements for Contracting Officer Representatives (COR's) appointed by Contracting Officers. This policy is intended to provide a better understanding of the responsibilities and duties of the COR.

2. APPLICABILITY. It is applicable to all Little Rock District COR's and alternate COR's appointed by Contracting Officers of the Little Rock District. This policy is not to be construed as authority to increase, restrict, or deviate from any provisions of the Federal Acquisition Regulation (FAR), Department of Defense Acquisition Regulation Supplement (DFAR), Department of the Army Acquisition Regulation Supplements (AFARS), or the Corps of Engineers Federal Acquisition Regulation Supplement (EFAR), nor is this policy intended to amplify, clarify, or interpret the contents of those procurement regulations. Throughout this manual the words "he/his" are intended to include both the masculine and feminine genders.

3. REFERENCES.

- a. FAR, AFARS, EFARS, Subparts 1.6, DFARS 201.6.
- b. FAR Subpart 42.3, AFAR 42.90.
- c. DoD Directive 5000.52, Defense Acquisition Education, Training, and Career Development (October 25, 1991).
- d. PARC Instruction Letter 93-5, Selecting, Training, Qualifying, and Appointing Contracting Officer's Representatives.
- e. AR 37-1 and Army Accounting Guidance and Fund Control (Appendix B, Section 1517).
- f. ER 350-7-1(FR) Change No. 1, 1 Nov 90, Training and Professional Development of Construction Personnel.
- g. AFAR Appendix BB, Installation Support Services Contract Administration.

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h. 5 CFR 2635 and DoD 5500.7R, Standard of Conduct for Employees of the Executive Branch.

4. POLICY.

a. Authority and Limitations.

(1) The COR authority is derived solely from the Contracting Officer. The COR must carefully observe the scope and limitations of delegated authority and must consult with the Contracting Officer when in doubt about a correct course of action to be taken.

(2) Each COR designation and change thereto shall be in writing. A separate designation shall be issued for each contract defining therein the scope and limitations of authority of the COR.

(3) A designation of a COR shall remain in effect throughout the life of the contract unless it is revoked by the Contracting Officer or his successor, or revoked through reassignment or departure of the individual designated.

b. Delegation of Authority. The COR may not redelegate his COR authority.

5. STANDARDS OF CONDUCT. All personnel engaged in contracting and related activities must conduct business dealings with industry in a manner above reproach in every respect and must protect the U.S. Government's interest and maintain its reputation for fair dealings with contractors. Standard of Conduct for Employees of the Executive Branch, 5 CFR 2635 and DoD 5500.7R, sets forth applicable standards of conduct for all DA personnel directly or indirectly concerned with contracting or related activities. COR appointees must review 5 CFR 2635 and DoD 5500.7R semiannually and abide by these standards. In addition, the COR should be familiar with the provisions of AR 37-1 (Appendix B, Section 1517). This regulation deals with the prohibition of expenditures or contract obligations in excess of available funds. A COR is required to have on file in the Contracting Division an OF 333, "Procurement Integrity Certification for Procurement Officials."

6. MANDATORY TRAINING.

a. Pursuant to AFARS 42.9001, all individuals designated as COR shall possess qualifications and experience commensurate with the authorities with which they are to be empowered.

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b. Based on the varying degrees of responsibility and the COR's experience and education, the Contracting Officer with the approval of the Chief, Contracting Division may waive or add additional training requirements as deemed necessary.

c. When deemed necessary, a one-time waiver may be granted by the Chief, Contracting Division or one level above the Contracting Officer, for a period not to exceed 180 days. Request for such a waiver shall include documentation justifying the waiver. Any individual authorized to serve as a COR prior to implementation of this policy that has not completed the mandatory training must submit a training plan scheduling the required training with a request for a waiver for approval by the Chief, Contracting Division.

d. Construction COR's. Training for COR's on construction contracts is governed by ER 350-7-1(FR), Professional Development of Construction Personnel. In addition to ER 350-7-1 requirements, individuals designated as COR on Construction Contracts are required to complete the Contracting Officer's Representative course, and Construction personnel who will be assigned COR duties of a Total Environmental Restoration Contract (TERC) must complete the USACE Prospect course on cost-reimbursement construction contracts (or equivalent).

e. COR's for Other than Construction. The following courses are identified as mandatory for individuals designated as COR's on other than construction contracts:

- (1) Contracting Officer's Representative Course.
- (2) Contracting Overview (Prospect Exportable Training).
- (3) In addition to e.(1) and e.(2) above, COR's assigned to architect-engineer (A-E) contracts will be required to complete the course entitled, Architect-Engineer (A-E) Contracting (Prospect Course).
- (4) In addition to e.(1) and e.(2) above COR's assigned to Operation and Maintenance contracts will be required to complete the course entitled, O&M Contracts Basic (Prospect Course).

f. The above requirements are mandatory; however, the following courses are highly recommended--

- (1) Management of Defense Acquisition Contracts, MDACC Basic, (available by correspondence) or Contract Administration.

- (2) Contract Law or a Business Law Course is desirable.
- (3) O&M Contracts - Basic (Prospect Course).
- (4) O&M Contracts - Advanced (Prospect Course).

g. Appointment of COR. All nominations, through the appropriate Division Chief, for appointment of an individual as a COR must be accompanied by a resume which includes that individual's education, qualifying experience, and certificate showing completion of those courses required by paragraph d and/or e, above. The nomination of the COR shall be approved by the Chief, Contracting Division. A copy of the approval will be returned to the requestor. Reference Appendix A, QUALIFICATION STATEMENT FOR COR, sample format and Reference Appendix B, Letter of Designation as COR.

(1) A file of all individuals authorized to serve as COR's will be maintained in the office of the Chief, Contracting Division. As a minimum, this file will consist of the original request, a copy of the resume, training certificates and approval by the Chief, Contracting Division.

(2) It is the responsibility of Contracting Division as Program Advisor and the Human Resources Office, Training and Development Branch, to assist the supervisor of the organizational elements requiring COR representation in support of their contract program in complying with the requirement of this policy regulation.

7. RESPONSIBILITIES AND DUTIES OF THE COR.

a. The COR must be aware of the continuing responsibility to act in the best interests of the Government and the need to work closely with the contractor and Contracting Officer to anticipate and resolve difficulties. The COR must objectively evaluate the contractor's performance and keep the Contracting Officer fully informed of progress, including problems with the contract. A COR may in no way require or permit the contractor to furnish materials or services in addition to, less than, or different from those required by the contract. **Failure to inform the Contracting Officer is by far the most common COR error.** Alternate COR's have the duties/responsibilities of a COR but act only in the **absence** of the **Primary COR.**

b. Under no circumstances shall the COR authorize start or extension of work by a contractor. This is especially important

when considering the extension of work under an existing contract.

c. The COR will typically provide assistance to the Contracting Officer either personally or through assignment to others working for/or with the COR in the following contract administration functions:

(1) Promptly approve or disapprove the contractor's invoice by processing invoices to take advantage of prompt payments (see paragraph 7d).

(2) Review and evaluate contractor's proposals and furnish comments and recommendations to the Contracting Officer or authorized negotiator.

(3) Assist in negotiating and preparing modifications. **The negotiation memorandum shall include the statement "these negotiations are subject to the final approval of the Contracting Officer."**

(4) Attend postaward, preconstruction, prework, and preperformance conferences. It is essential that prior to commencement of performance all parties have a clear understanding of the scope of the contract, the technical requirements, and the rights and obligations of the parties. This is usually accomplished in a postaward conference. The COR normally conducts the conference and must prepare, or have prepared DD Form 1484 (Postaward Conference Record) the minutes of the meeting and furnish the official contract file copy to the Contracting Officer.

(5) Perform surveillance and status reporting, including timely reporting of potential and actual slippage in contract schedules. A written report for each contract must be submitted by the fifth of each month to the Chief, Contracting Division or as otherwise directed by the Contracting Officer. If circumstances warrant, additional reports may be required. The information required is shown at Appendix H. If there are any problems or concerns, the report is to be submitted as often as necessary to keep the Contracting Officer informed.

(6) Make appropriate comments to the Contracting Officer of any inadequacies noted in specifications.

(7) Prepare receiving reports in a timely manner and distribute as required.

(8) Represent the Contracting Officer in technical matters.

- (9) Consult with the Contracting Officer when in doubt about any matter involving the contract or contractor.
- (10) Provide assistance to the Contracting Officer to ensure complete and timely performance by the contractor.
- (11) Keep abreast of the contractor's performance through proper monitoring.
- (12) Work with the other directorates or offices when necessary in handling contractual matters concerning property, security, and funding.
- (13) Give contractors fair and equal treatment.
- (14) Submit required report(s) to the Contracting Officer on status of contractor's performance (see paragraph (5) above).
- (15) **Otherwise perform strictly within the Contracting Officer's Letter of Designation of the COR for specific responsibilities.**

d. The COR shall personally approve or disapprove partial or progress payments which do not include the release of retention (if specified in the COR appointment letter). The COR shall verify or obtain verification from other responsible parties as to the amount of work actually performed in relation to that claimed for payment before approving an invoice.

e. A COR must attempt to resolve disagreements with contractors. If the COR is unable to resolve disagreement, the matter must be referred to the Contracting Officer promptly so a timely decision can be made. The Contracting Officer will advise the COR of any additional work and documentation required. Details regarding dispute and claims procedures are contained in the contract clause entitled "Disputes." The COR's responsibility in the area of disputes and appeals is to render assistance to the Contracting Officer in the event of a dispute. Careful documentation of the contractor's performance is imperative; and it is important to accurately and objectively document all events in your administration of the contract because your files and documentation could be the Government's primary defense in case of a dispute.

f. As COR you will not:

- (1) Participate in any way with a contractor or his

employees which may create an impression of favoritism toward one contractor.

(2) Provide any information relating to a competitive procurement to any potential offeror without first discussing the situation with the Contracting Officer.

(3) Interfere with the contractor's management prerogatives by "supervising" contractor employees or otherwise directing their work efforts.

(4) Execute options in the contract.

(5) Make final determination of contractor's liability for loss, damage, or unreasonable use of Government-furnished material.

(6) Authorize a contractor to obtain property for use under a contract or to use Government-furnished property (GFP) possessed under one contract for use under another contract.

(7) Initiate contracting actions by use of imprest funds, blanket purchase agreements, or other simplified purchase methods.

(8) Place calls or delivery orders under basic agreements, basic ordering agreements, or indefinite delivery type contracts.

g. Modifying Contracts. The COR shall not award, agree to, or sign any contract or modification, or in any way obligate the expenditure of money by the Government and shall avoid any action which the contractor might construe as authorization to alter, reduce, or increase the work required in the contract. If the COR exceeds his authority and the contractor incurs costs in reliance of the COR's unauthorized direction(s), the COR's personal assets may be subjected to liability as a consequence of the unauthorized act(s).

h. The duties and responsibilities set forth herein are not intended to be all-inclusive. As specific situations arise that have not been covered or that have created a question, the COR should consult with the Contracting Officer and obtain advice on how to proceed in the best interests of the Government and the contractor (reference Appendix C, a checklist of Do's and Don'ts).

8. COR FILES. Reference Appendix D, A COR File Checklist.

a. COR files shall be set up in accordance with the Modern Army Recordkeeping System (MARKS) AR 25-400.2. In performing the duties as a COR, it will be necessary to organize files so that essential information concerning the contracts can be easily located.

b. If the designation of a COR is revoked for any reason before completion of the contract concerned, the COR shall turn over his records to the successor COR or forward his records to the Contracting Officer, as instructed by the Contracting Officer.

c. Correspondence. The COR should personally sign all COR originated correspondence or other COR originated documentation transmitted to the contractor or Contracting Officer which pertain to the contract. The COR should use his name followed by the title "Contracting Officer's Representative." All correspondence shall reference the contract number. Commanders or chiefs of staff sections, including adjutants, unless they are designated as the COR, may not sign such contractual actions or pretend to act as authorized agent or representative with authority to commit the Government. The COR shall furnish the yellow copy of all correspondence originated by the COR and the original of the contractor's correspondence to the Contracting Officer.

d. The COR files shall be filed in an "Official Contract file folder" (Description Classification Folder "7530-00-990-8884," "Heavy Duty Binder-Holder," with two kraft inner dividers and with 1/3 cut self-tabs, six two-prong fasteners expanding to 2 inches). Guides to divide the files and to identify subdivisions shall be used. (A description of these guides may be obtained from the Contracting Office.) An index, ENG Form 3726-1, Sep 89, Section B, Official Contract Record Checklist Contract (reference Appendix E for a sample) shall be used. The file should be maintained so that the information contained is retrievable without extensive searching. This can be accomplished by filing all information by group in chronological order. If the file becomes large, it can be tabbed to enhance retrievability. When the contract has been completed, the COR file will be prepared for closeout, held for 2 years from the end of the fiscal year and then transferred to Records Holding Area. The outside of the files will be marked "Completed."

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e. As a minimum the files should contain the following documents:

(1) A duplicate copy of the COR Letter of Appointment signed by the Contracting Officer.

(2) A copy of the contract to include all attachments such as special reports required to be submitted by the contractor; technical specifications (too voluminous to incorporate in the body of the contract), drawings, designs, and maps.

(3) A copy of all modifications to the contract. Modifications are executed on a Standard Form 30 (SF 30), "Amendment of Solicitation/Modification of Contract." Amendments to solicitations become a part of the contract. Amendments are issued to change the solicitation during the preaward process of contracting. Modifications are issued to change the contract, during the post award process of contracting. Modifications become part of the contract when issued. They may either be unilateral or bilateral.

(4) Correspondence to and from the Contracting Officer and contractor. This correspondence could include special instructions from the Contracting Officer, interpretations of the terms and conditions of the contract from the Contracting Officer, clarifications of specifications addressed to the contractor; or questions on interpretations of terms, conditions, and specifications from the contractor.

(5) Copies of all invoices, all receipt, and acceptance documents processed with dates recorded when forwarded for payment or returned to contractor for additional information.

(6) Receipt documents may be a DD Form 250, "Material Inspection and Receiving Report," or DD Form 1155, "Order for Supplies/Request for Quotations." COR's must exercise extreme caution in executing receipt and acceptance documents because when performing this function, they are responsible for ensuring that the Government has received the services for which it is paying.

(7) A copy of Memorandum for the Record to document:

(a) Telephone conversations with the contractor and Contracting Officer.

(b) Pre-performance conference.

(c) Any other conversations or meetings with the contractor or Contracting Officer.

(8) Records of the contractor's inspection system, if obtained from the contractor.

(9) Records of inspections performed in accordance with the contract provisions for inspection describing how, when, and where the inspections were accomplished and the results of those inspections.

(10) Samples, photographs, witness statements, and other factual data to support documentation.

(11) Records of unusually severe weather conditions. (This is particularly important for administering construction contracts and any other controls that call for performance out of doors where severe weather or bad weather conditions could delay performance or completion of the contract.)

(12) Names and phone numbers of individuals who are functioning as technical and administrative assistants. (These individuals could be inspectors or clerks who are responsible for typing or drafting receiving reports or setting up your filing system.)

(13) Copies of progress schedules approved by the Contracting Officer, or authorized Representative, if applicable. (This may be applicable for construction contracts or where an automatic data processing (ADP) contract is for both supplies and services.)

(14) Applicable laboratory test reports, if any. (The technical specifications in some construction contracts require laboratory tests for some materials used in performance of the contract. An example where laboratory tests could be required in a supply contract would be the acquisition of culture medium for hospitals. An example for service contracts would be the testing of pest control poisons or perhaps fertilizer.)

(15) Copies of any approvals by the Contracting Officer in accordance with the Material and Workmanship Clause in construction contracts.

(16) Copies of deficiency reports in accordance with the contract provisions.

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(17) Copies of "Notice of Award" and/or "Notice to Proceed."

(18) Copy of a statement indicating that the COR has read and understands 5 CFR 2635 and DoD 5500.7R (updated semiannually).

(19) A copy of the applicable QA Surveillance Plan.

(20) A copy of the contractor's Quality Control Plan.

(21) A copy of the surveillance schedule.

(22) Copies of any other data as may be required by the contract provisions.

9. Suspense System. The COR must establish a suspense system to advise the Contracting Officer of the Contractor's failure to complete acceptable performance or delivery in accordance with the contract schedule or provisions. This system must be based upon the requirements of the terms and conditions of the contract.

10. Quality Assurance/Surveillance Plan.

a. The plan should be written by the team developing the work statement. The plan is not a part of the contract or the work statement. The plan is furnished to the contractor with the solicitation, and is marked "For Information Only." A recommended format for a surveillance plan can be found in MIL.STD-105E, OFPP Pamphlet 4 and in the Contracting Officer's Representative Course.

b. The surveillance schedule should be completed by the last workday of the month prior to inspection, with a copy submitted to the Contracting Officer for his or her information and review. To preserve the anonymity of the inspection procedures, the completed surveillance schedule must not be shown to the contractor.

c. A copy of documentation concerning any shortfalls from the expected performance should be forwarded to the Contracting Officer within five workdays after the end of the inspection period.

d. The surveillance documentation provides necessary data for the Contracting Officer in the negotiating of equitable adjustments, in the event the Government must accept contractor

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performance that is below the standards called for in the contract. Also, the data gives the Contracting Officer information that will be used in making the decision on whether or not to exercise an option year.

11. Annual Review. The Contracting Officer shall review the COR files and activities annually.

12. The proponent for this policy is the Chief, Contracting Division. Any changes or deviations to the policy must be coordinated through the Chief, Contracting Division, as necessary.



DAVID R. RUFF
Colonel, Corps of Engineers
District Engineer

- 8 APP
1. App A, Sample Requesting Designation and Sample Qualification Statement
 2. App B, COR Designation
 3. App C, COR Do's and Don'ts
 4. App D, Checklist for COR File
 5. App E, Eng Form 3726-1
 6. App F, Termination of COR
 7. App G, Final Payment Release
 8. App H, COR Report

DISTRIBUTION A

APPENDIX A

U.S. Army Corps of Engineers
Little Rock District

SAMPLE MEMORANDUM REQUESTING DESIGNATION AS
AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

(letterhead sheet)

CESWL-CT (1180-1-k)

(Date)

MEMORANDUM THRU (DIVISION CHIEF)

FOR CESWL-CT

SUBJECT: Request for Designation as Contracting Officer's
Representative (COR) for (Subject)

1. Request that (COR's Name) be authorized to perform duties as COR
for the purpose of administrating the following contract
(If known):

Contract No./Description

Contractor

(Contract No.)
(Description)

(Vendor's Name, Address,
City, State and Zip Code)

2. Qualification Statement for (COR's Name) is enclosed.

3. If you have any questions please contact (Appointed Person
from your office), (telephone number).

Encl

(REQUESTOR'S NAME - Division Chief)
(Title)

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SAMPLE QUALIFICATION STATEMENT

(plain white bond sheet)

AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

1. Name of Designee:
2. Grade and Title:
3. The following supplemental information is furnished:
 - a. Brief Description of Current Duties:
 - b. Civil Schools:
 - c. Military Schools:
 - d. Huntsville Schools:
 - e. Previous Experience Considered Pertinent:
 - f. Comments on Evidence of Business Acumen, Personality Traits, Ethics, Etc.:

APPENDIX B

U.S. Army Corps of Engineers
Little Rock District

SAMPLE DESIGNATION AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)
FOR A-E AND CONSTRUCTION CONTRACTS

(letterhead sheet)

CESWL-CT (1180-1-k)

(Date)

MEMORANDUM FOR (Title (Name), Corps of Engineers, Address,
City, State and Zip Code)

SUBJECT: Designation as Contracting Officer's Representative
(COR) for (Subject)

1. You are hereby designated as a Contracting Officer's Representative for the Contract No. _____ - (Vendor's Name).
2. As a COR, you are authorized to (a) obtain accomplishment of the work in strict compliance with the contract requirements, (b) prepare and certify progress payments (except final payment), and (c) inspect and accept work performed thereunder. Unauthorized actions include (a) taking final action in connection with a dispute or claim, (b) making commitments or changes that affect contract modifications affecting contract price, quantity, quality, delivery, or other terms and conditions of the contract, directing work not required by the contract. Unauthorized actions may render you personally liable.
3. Staff supervision over all phases of procurement is the responsibility of the Contracting Division. The Contracting Officer's Contract File is maintained at that location. All originals of correspondence or data relating to this contract must be forwarded to the Contracting Division.
4. This designation shall be effective as of this date and shall remain in effect throughout the life of the contract, unless sooner revoked by the Contracting Officer having cognizance over the administration of the contract, or revoked by reason of your being relieved of your position (by transfer, retirement, or otherwise) as stated herein and is not redelegable.

(NAME)
Contracting Officer

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Acknowledgment by the COR

This letter designation as COR Representative was received by
me on _____
(Date)

(NAME)

(Title)

SAMPLE DESIGNATION AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)
FOR SUPPLIES AND SERVICES CONTRACTS

(letterhead sheet)

CESWL-CT (1180-1-k)

(Date)

MEMORANDUM FOR (Title (Name), Corps of Engineers, Address, City,
State and Zip Code)

SUBJECT: Designation as Contracting Officer's Representative (COR)
for (Subject)

1. Pursuant to the provisions of AFARS 42.90, you are designated
as the Contracting Officer's Representative (COR) for Contract No.
_____ - (Vendor's Name).

2. You are authorized by this designation to:

a. Verify that the contractor performs the technical
requirements of the contract in accordance with the contract terms,
conditions, and specifications.

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

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

d. Monitor the contractor's performance and notify the
contractor of deficiencies observed during surveillance, and direct
appropriate action to effect correction. Record and report to the
Contracting Officer incidents of faulty or nonconforming work,
delays, or problems.

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

3. You must adhere to the following limitations:

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SUBJECT: Designation as Contracting Officer's Representative
(COR) for (Subject)

- a. You are not empowered to award, agree to, or sign any contract (including delivery orders) or modification thereto, or in any way to obligate the payment of money by the Government. Unauthorized actions may render you personally liable.
- b. You may not take any action that may impact on contract or delivery order schedules, funds, or scope.
- c. You may not make any contractual agreements, commitments, or modifications that involve prices, quantities, quality, or delivery schedules. These shall be made only by the Contracting Officer.
4. This designation shall be effective as of this date and shall remain in effect throughout the life of the contract, unless sooner revoked by the Contracting Officer having cognizance over the administration of the contract, or revoked by reason of your being relieved of your position (by transfer, retirement, or otherwise). You may not redelegate your COR authority.
5. You are required to maintain adequate records to sufficiently describe the performance of your duties as COR during the life of this contract and to distribute such records as applicable. As a minimum, the COR file shall contain the following:
 - a. A copy of letter of appointment from the Contracting Officer.
 - b. A copy of contract or the appropriate part of the contract and all modifications thereto.
 - c. A copy of the applicable quality assurance (QA) surveillance plan.
 - d. All correspondence initiated by the functional representative concerning performance of the contract.
 - e. Record of inspections performed and their results.
 - f. Memorandum for record or minutes of any pre-performance conferences.

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SUBJECT: Designation as Contracting Officer's Representative
(COR) for (Subject)

g. Memorandum for record or minutes of any meetings and discussions with the contractor, or others, pertaining to the contract or contract performance.

h. Applicable laboratory test reports if any.

i. Records about the contractor's quality control system and plan, and the results of the quality control effort.

j. Copy of the approved surveillance schedule.

6. Staff supervision over all phases of procurement is the responsibility of the Contracting Division. The Contracting Officer's Contract File is maintained at that location. All originals of correspondence or data relating to this contract must be forwarded to the Contracting Division.

7. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. Standard of Conduct for Employees of the Executive Branch, 5 CFR 2635 and DoD 5500.7R, sets forth applicable standards of conduct for all personnel directly and indirectly involved in contracting. You must review 5 CFR 2635 and DoD 5500.7R semiannually.

8. Any COR who may have direct or indirect financial interest that would place him or her in a position where there is a conflict between his or her private interests and the public interests of the United States shall advise his or her supervisors and the Contracting Officer of the conflict so that appropriate actions may be taken. A COR shall avoid the appearance of such conflict to maintain public confidence in the U.S. Government's conduct of business with the private sector.

9. You are required to acknowledge receipt of this appointment on the original copy and return it to the Contracting Officer for retention in the contract file. Your signature also serves as

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SUBJECT: Designation as Contracting Officer's Representative
(COR) for (Subject)

certification that you have read and understand the contents of
5 CFR 2635 and DoD 5500.7R. The duplicate copy should be
retained for your file.

(NAME)
Contracting Officer

Receipt of this appointment is acknowledged:

COR Signature DATE
(COR'S NAME)

Contractor Signature DATE
(VENDOR'S NAME)

APPENDIX C

U.S. Army Corps of Engineers
Little Rock District

Do's and Don'ts

1. This list should be used as a guide in the performance of contracting officer's representative (COR) duties.
 - a. Do keep a copy of your letter of designation. Be sure you understand it completely.
 - b. Do have a copy of the contract and all changes and modifications readily available. Become familiar and remain current on the terms, conditions, and requirements of the contract.
 - c. Do understand the limits of your authority.
 - d. Do use clear and accurate language in all communications (whether correspondence, a recommendation, a report or revisions of a work statement). In this regard, instructions to the contractor, task assignments, notice of responsibilities, or contract interpretations should be rendered in writing.
 - e. Do, when writing a work statement, revising a work statement, or administering a contract, avoid creating a personal services work statement/contract. Remember: as a COR you may not supervise or assign specific tasks to individual contractor employees, nor may you create the appearance that contractor employees are in effect employees of the Government.
 - f. Do try to use performance language in the work statement, expressing only the Government's actual minimum needs; have justification for any design language used.
 - g. Do monitor the work performed by the contractor in accordance with the surveillance plan.
 - (1) Do inform the contractor immediately upon becoming aware of unsatisfactory performance, completing and processing a Contract Discrepancy Report (CDR) when circumstances dictate. Differences of opinion between you and the contractor should be referred to the Contracting Officer for resolution.
 - (2) Do assure that unsatisfactory work is corrected.

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(3) Do assure that serious or major problems are reported to the Contracting Officer immediately and not withheld until submission of your next regularly scheduled report.

(4) Do assure that customer feedback procedures are in effect and functioning properly or if no customer complaint system is in operation, at least check with users regarding contractor performance.

h. Do have frequent (daily preferably) contact with the contractor so that you become aware of and gain an understanding of the contractor's problems and work schedules. Ensure that the priorities assigned by the contractor meet the terms of the contract and are compatible with military needs and command policies.

i. Do assure that any report you or the contractor are required to submit is complete, accurate, and timely.

j. Do spot check to see that contractor personnel are on the job and gainfully employed for purposes of:

(1) Verifying the need for overtime when requested by the contractor--in this situation you are cautioned to know whether you can approve the contractor's request or whether you can only verify the need, but must secure approval from the Contracting Officer.

(2) Verifying the reasonableness of the contractor's invoiced costs under a cost reimbursement type contract.

k. Do handle contractor labor matters by:

(1) Reporting potential/actual labor disputes, problems, or violations to the Contracting Officer.

(2) Refraining from mediating or arbitrating a contractor labor dispute; remain impartial.

(3) Conducting compliance checks, when required.

(4) Verifying that required labor posters are posted by the contractor.

l. Do take prompt action to:

(1) Respond to correspondence from the contractor which require your approval or signature.

(2) Render assistance when the contractor needs assistance to get the job done, but don't perform the contractor's job.

(3) Ensure that emergencies are attended to immediately--just because an emergency has been reported does not mean it has been resolved.

(4) Assure that the contractor responds to correspondence in a timely manner. Coordinate with the Contracting Officer to have pressure applied when pressure is needed.

m. Do assure that Government Property (GP) is being properly used, maintained, repaired, protected, and preserved by the contractor in accordance with the GP clause in the contract. Report all discrepancies to the Contracting Officer.

n. Do establish, maintain, and dispose of COR files in accordance with current regulations and the instructions of the Contracting Officer. Unless otherwise instructed by the Contracting Officer, upon completion of the contracts, forward the COR files to the Contracting Officer.

o. Do follow through on corrective actions recommended by inspections (IG, Higher Headquarters, the Contracting Officer).

p. Do thoroughly brief your replacement (if possible) both verbally and in writing on all important issues.

q. Do become aware of, remain current on, and follow the requirements and prohibitions regarding your relationship with contractor personnel as set forth in Army Regulation (AR) 600-50, Standards of Conduct for Department of the Army Personnel.

2. Don'ts.

a. Don't redelegate your COR authority.

b. Don't enter into/make a contractual change by:

(1) Constructively changing a contract.

(2) Signing a contract change order or a supplemental agreement.

c. Don't exceed your authority as set forth in the regulations and your letter of designation.

d. Don't turn a nonpersonal services contract into a personal services contract by:

(1) Telling a contractor how to run its operation--this is

the contractor's responsibility and what the contractor is being paid to do.

(2) Getting involved in a contractor's internal matters without specific direction from the Contracting Officer to do so.

(3) Telling the contractor to fire/discharge one of its employees--termination of employment is a contractor management decision.

(4) Directing the work activities of employees of the contractor.

e. Don't, with respect to contractor labor matters:

(1) Get involved in disputes between a contractor and their respective Labor Union. The Government's role is that of an impartial observer.

(2) Investigate, ignore, try to solve, or create labor irregularities.

f. Don't give your opinion on any contractor employee's performance to the contractor; however, any poor performers that you become aware of should be reported to the Contracting Officer.

g. Don't permit the contractor to proceed on his own on work outside the scope of the contract. It may be in the contractor's interests to exceed his contractual limitation with the intention of claiming additional consideration for the additional effort.

h. Don't approve requests for overtime just because the contractor has requested overtime. Ascertain that the overtime is required.

i. Don't delay, or cause to be delayed:

(1) The work processes of the contractor.

(2) Paperwork, correspondence, or reports that require immediate action on the part of the contractor or other Government offices.

(3) Documentation, because accuracy is essential, and as time lapses facts either become hazy or are forgotten.

j. Don't neglect to document significant actions, conversations, etc., as they occur.

k. Don't alter Government property provisions without the approval of or coordination with the Contracting Officer.

l. Don't commit the equipment, supplies, or personnel of the contractor for use by others.

m. Don't, with respect to your designation as COR:

(1) Accept an appointment as COR if there is a potential conflict of interest. First, report the matter to your immediate supervisor and the Contracting Officer and let a determination be made.

(2) Attest to having read and understood applicable regulations pertaining to Ethics and Standards of Conduct without a total understanding of the contents.

n. Don't get involved with subcontractor labor problems.

o. Some General Prohibitions.

(1) Don't be overly harsh nor overly lenient. Good interpersonal relationships are essential to effective contract performance. Be fair and reasonable.

(2) Don't divulge any sensitive or proprietary information.

(3) Don't let personalities enter into your discussion with the contractor.

(4) Don't lose your impartiality.

p. Last, but certainly not least, don't accept any gratuities. Just to be on the safe side "don't accept anything from contractor employees."

3. Summary. This is by no means a complete list of do's and don'ts. Each problem encountered by a COR may produce new do's and don'ts to be added to the list. For this reason one of the most important requisites for the designation of a COR is the ability to exercise mature judgment. If you have questions regarding your authority, responsibilities or duties as a COR, contact the Contracting Officer who signed your letter of designation.

APPENDIX D

U.S. Army Corps of Engineers
Little Rock District

CHECKLIST FOR CONTRACTING OFFICER'S REPRESENTATIVE (COR) FILE

1. COR Letter of Appointment.
2. Copy of the Contract.
3. Copy of Modifications.
4. Copy of all correspondence to and from the Contracting Officer and contractor.
5. Copy of all invoices processed.
6. Copy of all receipt and acceptance documents processed.
7. Copy of memorandums for the record.
8. Records of the contractor's inspection system.
9. Records of inspections performed.
10. Samples, photographs, witness statements.
11. Records of unusually severe weather conditions.
12. Names of individuals who are functioning as technical and administrative assistants.
13. Copy of progress schedules approved by the Contracting Officer or Contracting Officer's Representative.
14. Laboratory test reports.
15. Approvals by the Contracting Officer in accordance with the Material and Workmanship Clause.
16. Deficiency reports.
17. Copies of "Notice of Award" and/or "Notice to Proceed."

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18. Copy of a statement indicating that the COR has read and understands 5 CFR and DoD 5500.7R (semiannually).
19. A copy of the applicable QA surveillance Plan.
20. A copy of the contractor's Quality Control Plan.
21. A copy of the surveillance schedule.
22. Other data as may be required.

**OFFICIAL CONTRACT RECORD CHECKLIST
- CONTRACT**

(FAR 4.803, EFARS 4.801, DFARS 204.803)

CONTRACT NO.

SOLICITATION NO.

SECTION B - CONTRACT

TAB	ITEM	CHECK COLUMN IF APPLICABLE	CHECK COLUMN IF IN FILE OR WRITE IN LOCATION	DATE OF ACTION
	1. NOTICE OF AWARD			
	2. MEMO OF REPORT TO HQUSACE AND CONGRESSMAN OF RELEASE OF INFORMATION ON ARMY CONTRACT AWARDS OVER \$3,000,000.			
	3. SIGNED CONTRACT WITH LETTER TRANSMITTING CONTRACT TO CONTRACTOR. INCLUDE CORPORATE CERTIFICATE, IF A CORPORATION.			
	4. SYNOPSIS OF AWARD.			
	5. PERFORMANCE AND PAYMENT BONDS:			
	a. RECEIVED			
	b. REVIEWED BY LEGAL			
	c. SENT TO DA JAG			
	d. APPROVAL / DENIAL RECEIVED			
	6. INDIVIDUAL PROCUREMENT ACTION REPORT (DD FORM 350)			
	7. REPORT OF POST AWARD CONFERENCE (DD FORM 1484)			
	8. SUBCONTRACTING PLAN, SF 294 AND / OR SF 295, IF APPLICABLE.			
	9. INSURANCE POLICIES OR CERTIFICATES, COMMITMENT OF INSURANCE COMPANY RE: TERMINATION NOTICE.			
	10. NOTICE TO PROCEED.			
	a. STOP WORK ORDERS			
	b. OVERTIME PREMIUM APPROVALS GRANTED AT TIME OF AWARD.			
	11. PRE-CONSTRUCTION / PRE-WORK CONFERENCE OR LETTERS AS TO ENFORCEMENT AND ADMINISTRATION OF CONTRACT PROVISIONS.			
	12. CONTRACTOR'S SAFETY PROGRAM WITH MINUTES OF PRE-CONSTRUCTION SAFETY CONFERENCE.			
	13. CONTRACTOR'S QUALITY CONTROL PLAN			
	a. RECEIVED			
	b. APPROVAL			
	14. DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER, WITH EVIDENCE OF COPY BEING FURNISHED THE CONTRACTOR.			
	15. DESIGNATION OF PROPERTY ADMINISTRATOR.			
	16. LETTER RE: LABOR RELATIONS. RECORDS OF COMPLIANCE WITH LABOR POLICIES, EQUAL EMPLOYMENT OPPORTUNITY POLICIES.			
	17. STATEMENT THAT THE WAGE DETERMINATION IS POSTED AT THE PROJECT SITE.			
	18. LABOR COMPLAINTS.			

SECTION B - CONTRACT (CONT'D)

TAB	ITEM	CHECK COLUMN IF APPLICABLE	CHECK COLUMN IF IN FILE OR WRITE IN LOCATION	DATE OF ACTION
	19. QUALITY ASSURANCE			
	a. REPORTS OF INSPECTIONS OR REFERENCE TO LOCATION.			
	b. COPY OF DD 250			
	20. PAYROLLS AND STATEMENTS OR REFERENCE TO LOCATION.			
	21. PAYROLL INVESTIGATION OR REFERENCE TO LOCATION OF RECORDS..			
	22. LIST OF SUBCONTRACTORS..			
	23. PROGRESS SCHEDULES OR REFERENCE TO LOCATION.			
	24. REQUEST AND APPROVAL FOR OVERTIME.			
	25. APPROVALS OR DISAPPROVALS OF WAIVERS OR DEVIATIONS..			
	26. ROYALTY, INVENTION AND COPYRIGHT REPORTS OR REFERENCE TO LOCATION..			
	27. DOCUMENTS OR DATA FOR RENEGOTIATION..			
	28. MISCELLANEOUS CORRESPONDENCE PERTAINING TO ADMINISTRATION OF CONTRACT FILED IN CHRONOLOGICAL ORDER WITH APPLICABLE PORTION OF FILE.			
	29. LETTER OF FINAL ACCEPTANCE..			
	30. PROPERTY DOCUMENTS OR REFERENCE TO LOCATION.			
	31. FISCAL DOCUMENTS OR REFERENCE TO LOCATION..			
	32. SHOP DRAWINGS AND AS-BUILT DRAWINGS OR REFERENCE TO LOCATION.			
	33. DOCUMENTS FOR TERMINATION AND CLAIMS OR REFERENCE TO LOCATION.			
	34. COMPLETED DD FORMS 1593 AND 1597 AS APPLICABLE.			
	35. DOCUMENTS DENOTING COMPLETION OF THE CONTRACT, INCLUDING CONTRACT COMPLETION STATEMENT (DD FORM 1594) WHEN APPLICABLE.			
	36. CHRONOLOGICAL LIST IDENTIFYING THE AWARDING AND SUCCESSOR CONTRACTING OFFICERS, WITH INCLUSIVE DATES OF RESPONSIBILITY.			
	37. OTHER:			
	a. Deficient Performance, Cure, Show Cause , and Interim Unsat.			
	b.			
	c.			
	d.			

I have this date, _____ reviewed the Official Contract File for

Contract No. _____ and find that it contains papers in support of the above data and is otherwise considered
to provide a clear and complete record.

SIGNATURE

APPENDIX F

U.S. Army Corps of Engineers
Little Rock District

SAMPLE MEMORANDUM REQUESTING TERMINATION OF
AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

(letterhead sheet)

CESWL-CT (1180-1-k)

(Date)

MEMORANDUM FOR CESWL-CT, ATTN: (CONTRACTING OFFICER'S NAME)

SUBJECT: Termination of Designation of Contracting Officer's
Representative (COR)

1. Due to my (transfer/retirement) from my position, request that
my designation as COR be terminated effective (date) for the
following contracts:

(Contract No. - Vendor's Name)

2. My successor will be (Name). His reporting date is (date).

(NAME)
Resident Engineer

APPENDIX G

U.S. Army Corps of Engineers
Little Rock District

SAMPLE FINAL PAYMENT RELEASE

RELEASE

In consideration of the payment by the United States to the Contractor of the amount due under Contract No. DACW03-87-C-0080, CHANNEL IMPROVEMENT, FOURCHE CREEK, PULASKI COUNTY, ARKANSAS, to wit, the sum of ONE MILLION NINE HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED THIRTY THREE DOLLARS AND NINETY TWO CENTS (\$1,973,733.92) the Contractor hereby remises, releases, and forever discharges the United States of and from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract except: NONE.

In witness hereof, the hand and seal of the Contractor have been hereunto set this _____ day of _____ 199__.

COMPANY NAME

BY: _____

ATTEST:

(PLEASE AFFIX CORPORATE SEAL)

APPENDIX H

U.S. Army Corps of Engineers
Little Rock District

SAMPLE CONTRACTING OFFICER'S REPRESENTATIVE REPORT

Date _____

Contract No. _____

Title _____

Contractor _____

NTP Acknowledged _____ Scheduled Completion Date _____

Scheduled Progress _____ Actual Progress _____

If behind schedule, reason suspected _____

Comments _____

This report is to be sent to the Chief, Contracting Division, as a minimum, **monthly**. If there are problems on the contract, it is to be sent as often as necessary to keep Contracting Officer advised of the status. (It does not need to be typed.)