



DEPARTMENT OF THE NAVY
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CNICINST 4240.1A
N5
3 Jun 2013

CNIC INSTRUCTION 4240.1A

From: Commander, Navy Installations Command

Subj: CONTRACTING OFFICER'S REPRESENTATIVE AND CONTRACT
OVERSIGHT

Ref: (a) Defense Federal Acquisition Regulation Supplement,
Subpart 201.602-2, (Contracting Authority and
Responsibilities)
(b) Federal Acquisition Regulation, Subpart 7.5
(Inherently Contracts)
(c) Federal Acquisition Regulation, Subpart 37 (Service
Contracts)
(d) CNICINST 4280.2 (Contracting Officer's Representative
and Contract Oversight)

Encl: (1) Contracting Officer's Representative (COR) Training &
Qualifications Requirements
(2) Contracting Officer's Representative (COR)
Responsibilities

1. Purpose. To assign responsibilities and provide guidance
for the appointment, limitations, responsibilities and oversight
of a Contracting Officer's Representative (COR) within the
Commander Navy Installations Command (CNIC) Enterprise.

2. Cancellation. CNICINST 4240.1 dated 19 March 2009.

3. Background

a. Per reference (a), Contracting Officer's
Representative(s) (COR) and Alternate COR(s) (ACORs) are
government representatives of a requiring activity, nominated by
the requiring activity, and designated (appointed) by the
Contracting Officer (KO) to assist in the technical monitoring
and administration of a contract. This monitoring and
administration is a critical component of ensuring fiscal
oversight and accountability.

b. CORs/ACORs play a significant role in the Contractor Performance Assessment Reporting System (CPARS) process for the collection of past performance information used in source selection evaluations. CPARS contain assessments of a contractor's performance and provides a record, both positive and negative, on a given contract for a specific period of time. Each assessment is based on objective facts and is supported by program and contract management data. CORs/ACORs are the assessing official on a contract and are responsible for preparing a quality narrative to accompany the CPARS rating. The COR will be the assessing official who makes a dedicated effort to thoroughly describe the circumstances surrounding the rating. Relevant guidance, including the Navy's CPARS Guide, is available at <http://www.cpars.navy.mil>.

c. The KO has sole authority for the appointment of CORs and must, by regulation, determine that the proposed COR has both necessary technical and administrative competence and required training to perform COR duties in an effective and responsible manner.

d. When proposing a COR/ACOR, nominating officials or higher authority must certify the nominee's qualification through compliance with references (b) and (c), and enclosures (1) and (2). Enclosures (1) and (2) are maintained on CNIC Gateway 2.0 at <https://g2.cnic.navy.mil/TSCNICHQ/N5/N51/default.aspx>.

e. As required, more than one COR/ACOR may be appointed to monitor different orders or contract line items under the same contract. An ACOR may be authorized to perform the duties and responsibilities of the primary COR in his or her absence. The nomination and appointment criteria, process, and training requirements are identical for primary and alternate COR's.

4. Policy

a. Navy Shore Leaders at all echelons need to know what, why, and how all of their materials and services are being procured. They need to know that each of their contract actions is being executed properly and that CORs and Contract Subject Matter Experts (KSMEs) are exercising proper accountability in accordance with reference (d).

b. CNIC's policy is that all CORs are located where the work is being performed, are properly trained, and are held

accountable for contract execution and performance. In order to ensure adequate attention is being paid for each contract action/task within the CNIC Enterprise, each COR will oversee no more than three concurrent contract actions/task orders.

c. This instruction applies to CNIC Headquarters (HQ), Regions, and Installations.

d. Contracting officers authorize the appointment of qualified U.S. Government employees to act as CORs per reference (a).

e. Management and oversight of contractor personnel shall be in accordance with references (b) and (c).

f. All assigned CORs/ACORs must be Government employees, possess qualifications and experiences commensurate with COR/ACOR responsibilities, and have no conflict of interest as identified in enclosure (1).

g. All CORs will maintain qualifications & training requirements addressed in the COR Training & Qualification Requirements Matrix, enclosure (1).

h. All CORs/ACORS shall have no conflicts of interest, as documented in the annual filing of the Confidential Financial Disclosure Report (OGE Form 450).

5. Responsibilities

a. HQ, Region, and Installation N-Code Directors/Special Assistants are responsible for:

(1) Ensuring that CORs/ACORs are assigned for all service contract actions and task orders in excess of \$150,000.

(2) Ensuring that, prior to nominating a COR/ACOR, the nominee has achieved or accomplished the competencies and experience/training requirements for designation as a COR, including:

(a) Reviewing and verifying that the appropriate signatures have been collected on enclosure (1) before forwarding to the KO.

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(b) Ensuring that CORs/ACORs complete Defense Acquisition University (DAU) training as specified in enclosure (1), maintain a copy of the training certificate on file, submit a copy of the training certificate to the respective Contracts Acquisition and Management Office (CAMO), and update the relevant Department of Defense (DoD) web-based Contracting Officer's Representative Tracking (CORT) Tool files.

(3) Ensuring the designated CORs/ACOR will be afforded sufficient time and resources to accomplish COR/ACOR duties.

(4) Ensuring supervisory certification that COR duties are reflected as attainable objectives in the COR/ACOR's annual performance appraisal and, as appropriate, in the position description.

(5) Ensuring that CORs/ACORs comply with this instruction.

(6) Ensuring that the CAMO conducts COR contract file inspections semi-annually or as required.

b. Supervisors/Nominating Officials are responsible for:

(1) Nominating qualified personnel for COR/ACOR designation to the KO via formal letter. A sample COR Nomination Letter can be found in enclosure (1).

(2) Ensuring COR/ACORs have completed mandatory training offered by DAU per enclosure (1).

(3) Submitting a nominating letter to the CAMO prior to performance by the nominee of contract execution duties. A sample COR Nomination Letter can be found in enclosure (1).

(4) Providing the KO a copy of the training certificates prior to appointment to ensure that the individual possesses expertise consistent with the duties to be assigned.

(5) Ensuring neither the KO nor nominating official require the COR/ACOR to directly or indirectly: change the price/cost or fee, quantity, quality scope, delivery schedule, labor mix or other terms and conditions of contract, task or delivery order; issue delivery orders; make or authorize any changes in the contract; re-delegate COR/ACOR authority or responsibilities.

c. KOs are responsible for:

(1) Appointing a COR/ACOR for total or sub-level coverage of appropriate contracts via appointment letters. Appointments may be made for the total contract or at the delivery/task order level or other appropriate sub-level as determined by the KO.

(2) Revoking/Terminating the COR/ACOR's appointment at any time the KO loses confidence in the COR/ACOR's performance, when the contract is completed, or when a COR requests revocation of COR status. The COR must immediately request revocation of COR appointment due to transfer, retirement, or other causes. If a COR/ACOR requests relief from duties, he/she must do so with enough advance notice to permit the nominating official adequate time to select, train, and designate a successor prior to the detachment of the incumbent. A sample Termination Request Letter can be found in enclosure (1).

d. COR/ACORs are responsible for:

(1) Ensuring satisfactory performance of their duties as identified in enclosures (1) and (2).

(2) Completing Annual Confidential Financial Disclosure Report (OGE 450), located in enclosure (1), and submitting the OGE 450 forms to Force Judge Advocate (N00J) for HQ requirements and to Region General Counsel/Command Judge Advocate for installations and regional requirements.

6. Actions

a. HQ Leadership and Region Commanders shall:

(1) Ensure that CORs/ACORs are assigned for all service contract actions in excess of \$150,000.

(2) Ensure that CORs/ACORs are nominated and designated to monitor and perform specific technical and administrative functions on specific contracts.

b. HQ, Region, and Installation N-Code Directors/Special Assistants shall:

(1) Ensure that CORs/ACORs are designated in writing and possess expertise consistent with the duties to be assigned.

(2) Ensure that dedicated CORs/ACORs have completed or will complete COR training courses per enclosure (1), submit training certificates to their respective CAMO representatives, and maintain copies on file via Total Workforce Management Services (TWMS) prior to assuming COR/ACOR duties.

(3) Verify that all COR/ACOR training is current and updated in the CORT Tool.

(4) Ensure full and complete coordination, cooperation, and communication with all CAMO representatives across the enterprise to meet contract performance milestones as required.

(5) Ensure all COR/ACOR performance duty is evaluated in applicable critical element portions of the Interim Performance Management System (IPMS).

(6) Ensure that performance of COR/ACOR duty is evaluated in applicable annual performance appraisals.

(7) Draft a COR/ACOR nomination letter and submit it to CAMO for a review/approval prior to a submission for Chief of Staff's (COS) signature.

(8) Provide CAMO with an accurate list of all N-Code/SA COR/ACORs to be updated semi-annually on 01 January and 01 July of each calendar year, or upon change of designated personnel.

(9) Manage assigned CORs/ACORs within designated programs and ensure that COR/ACOR responsibilities are prescribed in the individual's performance standards.

c. HQ and Region CAMOs (N5/N51) shall:

(1) Provide oversight and tracking of COR/ACOR identification and training documentation within the CORT Tool.

(2) Review and forward COR/ACOR nomination letter to the COS for signature.

d. Region CAMOs shall provide HQ CAMO with a consolidated and accurate list of all N-Code/SA COR/ACORs to be updated no less than semi-annually on 01 January and 01 July of each calendar year.

e. COR/ACOR shall:

(1) Ensure that all responsibilities and duties as enumerated in enclosures (1) and (2) are adhered to as required.

(2) Ensure that respective KSME and Technical Proposal Evaluators (TPE) perform duties to support the COR/ACOR as specified in reference (d).

6. Forms and Reports. Office of Government Ethics (OGE) Form 450, Confidential Financial Disclosure, can be found on the U.S. Office of Government and Ethics site at: <http://www.oge.gov/Forms-Library/OGE-Form-450--Confidential-Financial-Disclosure-Report/>. The completed form should be submitted to the applicable Force or Staff Judge Advocate office annually or as required, and verification provided to the CAMO on an annual basis.

7. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed in accordance with SECNAV M-5210.1.


W. D. FRENCH
Vice Admiral, U. S. Navy

Distribution:
Electronic only, via CNIC Gateway 2.0
<https://g2.cnic.navy.mil/CNICHQ/Pages/Default.aspx>

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)
TRAINING & QUALIFICATION REQUIREMENTS**

REFERENCES	HYPERLINK
DoD 5500.7-R, Joint Ethics Regulation	http://www.dod.mil/dodgc/defense_ethics/ethics_regulation/
FAR Subpart 3.104, Procurement Integrity	http://www.acquisition.gov/far/
Contracting Officer Representative Responsibilities	https://g2.cnic.navy.mil/TSCNICHQ/N5/N51/default.aspx
Defense Federal Acquisition Regulation Supplement (DFARS), Subpart 201.602-2, Contracting Authority and Responsibilities	http://www.acq.osd.mil/dpap/dars/dfars/html/current/201_6.htm#201.602-2

FORMS	HYPERLINK
OGE Form 450, Confidential Financial Disclosing Report	http://www.oge.gov/Forms-Library/OGE-Form-450--Confidential-Financial-Disclosure-Report/
Sample COR Nomination Letter	https://g2.cnic.navy.mil/TSCNICHQ/N5/N51/Documents/Forms/AllItems.aspx

QUALIFICATIONS	INITIALS	PRINT NAME	COMMENTS/NOTES
COR possesses requisite Technical Qualifications and experience to perform the duties of a COR for this contract			
COR is a government employee with no conflict of interest and a current OGE Form 450 on file, in accordance with the Joint Ethics Regulation (DoD 5500.7-R) and FAR Subpart 3.104 (Procurement Integrity)			
COR is familiar with the duties identified in CNIC COR Responsibilities and Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 201.602-2, Contracting Authority and Responsibilities			
COR has a copy of his/her signed COR Nomination Letter			
COR has a valid active and updated Contracting Officer Representative Tracking (CORT) Tool account			
QUALIFICATIONS	INITIALS	PRINT NAME	COMMENTS/NOTES
COR has a valid active and updated Wide Area Work Flow (WAWF) account			

COR has a valid active and updated Contract Acquisition Management Office Information System (CAMO IS) account			
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TRAINING	INITIALS	PRINT NAME	COMMENTS/NOTES
Completion Certificate presented for DAU Course CLC-222 "Contracting Officer's Representative"			
Completion of Current Mandatory Annual Ethics Training documented via the Total Workforce Management System (TWMS)			

CONTRACTING OFFICER'S REPRESENTATIVE (COR) RESPONSIBILITIES

The Contracting Officer's Representative (COR) is responsible for interface for the contractor and performance of duties such as those set forth below. It is emphasized that only the Contracting Officer (KO) has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effected or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the KO in writing. No action may be taken by the contractor unless the KO has issued a contractual change. The COR's duties include:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the KO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the KO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond

enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were Government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the KO to the situation. When contract performance is taking place at a Government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the KO designated in the contract.

(3) The COR will take timely action to alert the KO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the KO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the KO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the KO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the KO may make in response to the progress reports and/or personal observations of the COR.

(5) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are monitoring, then you will need to complete a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information

System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for the reviewing official's (KO) review no later than 270 days after start of contract performance. Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. Using the Department of Defense (DoD) secure Web-based Wide Area Work Flow (WAWF) system for electronic invoicing, receipt and acceptance, the COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

(3) The COR will provide the KO with copies of acceptance documents, such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final invoice."

d. Contract Modifications.

(1) The COR is responsible for developing the Statement of Work (SOW) for change orders, technical direction letters (TDLs) or modifications and for preparing an Independent Government Cost Estimate (IGE) of the effort described in the proposed SOW.

(2) Once the KO has requested and received the contractor's proposal, the COR shall assist with reviewing and

evaluating the contractor's technical proposal and furnish comments and recommendations to the KO, as appropriate.

e. Administrative Duties

(1) Using the DoD Contracting Officer Representative Tracking (CORT) Web-based Tool, the COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms, and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports, if applicable, for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the KO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Material (GFM)/Government Furnished Property (GFP). When Government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that GFM/GFP is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the KO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written

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statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the KO in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.