

NEW CONTRACTING OFFICER REPRESENTATIVE (“COR”) GUIDEBOOK ISSUED

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On October 17, 2022, John M. Tenaglia, Principal Director, Defense Pricing and Contracting, issued a new Contracting Office Representative (“COR”) Guidebook. This guidance supplements the FAR mandates in FAR 1.602-2(d), which sets forth the duties and limitations of the COR as follows:

[A Contracting Officer shall]

(d) Designate and authorized in writing and in accordance with agency procedures a contracting Officer’s representative (COR) on all contracts and other than those that are firm-fixed price, and for firm-fixed price contracts and orders as appropriate unless the contracting officer retains and executes the COR duties []. A COR-

(1) Shall be a Government employee, unless otherwise authorized in agency regulations;

(2) Shall be certified and maintain certification in accordance with the current Office of Management and Budget memorandum on the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) guidance, or for DoD, in accordance with the current applicable DoD policy guidance;

(3) Shall be qualified by training and experience commensurate with the responsibilities to be delegated in accordance with agency procedures;

(4) May not be delegated responsibility to perform functions that have been delegated under [FAR] [42.202](#) to a contract administration office, but may be assigned some duties at [FAR][42.302](#) by the contracting officer;

(5) Has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions;

(6) Shall be nominated either by the requiring activity or in accordance with agency procedures; and

(7) Shall be designated in writing, with copies furnished to the contractor and the contract administration office-

(i) Specifying the extent of the COR’s authority to act on behalf of the contracting officer;

(ii) Identifying the limitations on the COR’s authority;

- (iii) Specifying the period covered by the designation;
- (iv) Stating the authority is not redelegable; and
- (v) Stating that the COR may be personally liable for unauthorized acts.

FAR 1.602-2(d).

From a contractor standpoint, subparagraphs (5) and (7) are probably most important, which state that a COR “[h]as no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions; and further states that the COR [s]hall be designated in writing, with copies furnished to the contractor and the contract administration office[]].

The new DO COR Guidebook reinforces the FAR limitations, and states as follows:

- | CORS DO NOT HAVE THE AUTHORITY TO: |
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| 1) Make any agreement with the contractor that obligates public funds. |
| 2) Make commitments that affect the price, quality, quantity, delivery, or any other term or condition of the contract. |
| 3) Encourage or permit the contractor to perform any work beyond or outside the scope of the contract. |
| 4) Interfere with contractor’s management of its employees, including “supervising” or directing the work of the employees. |
| 5) Order or accept supplies or services not expressly required by the contract. |
| 6) Allow GFP [Government Furnished Property] accountable under one contract to be used under another contract. |
| 7) Discuss any information that may give one contractor an advantage in future procurements. |
| 8) Direct the contractor to begin work prior to contract award date. |
| 9) Issue oral or written instructions to the contractor to start or stop work. |
| 10) Negotiate ANY change to the terms of the contract. Any change to price, quantity or delivery schedule or location MUST be provided to the Contracting Officer. |

The COR Guidebook is a useful addition to every contractor’s toolbox, and should be read by all contractor employees who are administering a contract or are in any way associated with the contract. The book succinctly explains the limits in the authority of the COR—something which has formed the basis of a substantial number of disputes and claims over the past 25-50 years. These issues frequently arise when a COR (or another government employee other than a contracting officer) exceeds his or her authority.

Takeaway. Always insist that the COR delegation letter be provided to you before you begin work on a contract. Point to the FAR requirements. Learn the limits of the COR's authority. If a COR attempts to direct a contractor to do something that he/she has no authority to direct, immediately contact the Contracting Officer in writing, explain the problem, and insist that the CO either adopt that action and direct the contractor to do so, or withdraw the offending directions so the contractor may proceed with the contract as written.

**For other helpful suggestions on government contracting, visit:
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