

NATIONAL WEATHER SERVICE INSTRUCTION 70-216

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***Financial Management
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CONTRACT MANAGEMENT

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SUMMARY: This directive supersedes NWSI 70-216 “Contract Management” dated November 21, 2017.

Revisions include:

- Updated outdated and broken URL links throughout document, including link to August 2020 Revised Commerce Acquisition Manual 1301.670.
- Updated language in Section 4 to reflect FAC-COR requirements

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Contract Management

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1. Purpose

This procedure supplements Department of Commerce (DOC) Commerce Acquisition Manual (CAM) 1301.670, “Contracting Officer Representative Certification Program,” revised August 2020.

2. Scope

This procedure applies to all National Weather Service (NWS) Contracting Officer Representatives (CORs), Alternate and Assistant CORs (ACOR), Task Managers (TM) and Surveillance Personnel nominated by NWS program office and appointed in writing by the Contracting Officer (CO), in accordance with the same requirements applicable to CORs, per Commerce Acquisition Manual (CAM) 1301.670.

3. Contract Administration

3.1 Overview

Effective contract administration ensures maximum return for contract dollars. The CO and COR perform contract administration jointly. The COR plays a critical role. After the contract award, obligations of the Government and the Contractor are established by, and limited to, written stipulations in the contract. The legal responsibility for the contract remains with the CO; the COR is trusted with the duty to be aware and faithful to the contents and limits of their delegation of authority letter from the CO. The COR is required to be competent in the practice of contract administration and able to ensure supplies or services are received per the contract requirements. The COR monitors technical performance and reports any potential or actual issues to the CO in writing. The COR should stay in close communication with the CO, relaying all information affecting contractual requirements and communications to and from the contractor.

3.2 Roles

The functions and responsibilities of CORs are performed by individuals with various assigned titles as defined below in hierarchical order. COR is appointed in writing by the CO and cannot be re-delegated.

3.2.1 Contracting Officer Representative (COR)

The COR is responsible for providing overall management oversight and technical direction and other contract management duties assigned in writing by the CO including contract closeout; furnishing technical direction, monitoring contract performance; maintaining an arms-length relationship with the contractor; communicating with the assigned program/project manager; and entering their

training and certification information in the Federal Acquisition Institute Training Application System (FAITAS). Use of FAITAS is a mandatory requirement of the FAC programs and all CORs are required to be registered in FAITAS. To access FAITAS, go to: <https://faitas.army.mil/Faitas/External/Login/?ReturnUrl=%2ffaitas>

3.2.2 Assistant or Alternate Contracting Officer Technical Representative (ACOR)

An ACOR is responsible for functioning as the technical representative of the CO in the absence of the COR and/or assisting the COR in performing contract management duties.

3.2.3 Task Manager (TM)

A TM is responsible for functioning as the technical representative of the CO for tasks awarded against a master contract, including surveillance personnel responsible for monitoring contractor performance, supply schedule or other ordering agreement; and abiding by guidance and requirements provided by the COR for the underlying contractual vehicle. The TM will inform the COR or CO of any proposed changes such as physical location of the contractor.

3.2.4 COR Supervisor

The COR's supervisor is responsible for: nominating competent individuals as COR candidates; funding training necessary to meet COR certification requirements; incorporating contract management in COR performance plans when required; obtaining input from CO on COR's performance; and participating in the identification of appropriate continuous learning opportunities.

3.3 Responsibilities

A contract is a legally enforceable agreement containing the rights and remedies of both parties. If the Contractor deviates from the terms of the contract, it is a matter between the National Oceanic and Atmospheric Administration (NOAA), represented by the CO, and the Contractor. A COR is required to keep the CO fully informed so legally effective solutions can be applied to issues as they develop. COR suggestions to the Contractor will be construed as instructions and lead to claims for additional compensation or to a release of the Contractor from their obligations under the contract. A COR cannot take any contract administration actions not delegated to them by the CO.

The COR is charged with these responsibilities while administering the contract to:

- Maintain an arm-length relationship with the Contractor to maintain procurement integrity as well as sound contract management;

- Keep the CO fully informed of any technical or contractual difficulties (performance, schedule, or cost) encountered during performance;
- Document in writing actions taken and decisions made as the COR, and maintain adequate records to sufficiently describe the performance of duties as COR during the life of the contract;
- Assure the CO that the Contractor is performing the technical requirements of the contract following the contract terms, conditions, and specifications;
- Inform the Contractor of failures to comply with the technical requirements of the contract, and inform the CO of any failures to do so, particularly if the Contractor does not make corrections;
- Coordinate applicable IT and facility requirements with the operating unit security officer;
- Ensure Government furnished property, if applicable, is available when required, and report any accountable property to the appropriate personnel;
- Ensure all required items, documentation, data, and/or reports are submitted as required by the contract;
- Evaluate proposals for and participate in negotiation of changes, modifications, and claims at the request of the CO;
- Review vouchers for cost-reimbursement type work. Recommend approval by the CO if the Contractor's costs are consistent with the Contractor's proposal or negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- Review and approve invoices for fixed-price deliverables to ensure receipt of the goods and services; and
- Appropriate monitoring of monthly payments.

All NWS contract invoices are copied to CO when submitted to the NOAA finance office for payment. All the paid invoices are maintained as assigned by CO within the COR delegation and appointment memorandum and per CAM 1330-42.202-70(b) (4).

Unless a specific waiver is granted by the CFO, appropriate monitoring of monthly payments and retention of documents referenced in this memo are required to be followed.

- Process all invoices and vouchers in a timely manner following the Prompt Payment Act;
- Provide the CO with a copy of any correspondence sent to/received from the Contractor;
- If the contract is for construction or services and the COR visits the site where work is being performed, check to see that the Department of Labor and Equal

Employment Opportunity posters and applicable wage determination rates are posted in full view of employees;

- Perform final inspection and acceptance of all work required under the contract, including review and approval of reports and assisting the CO with contract closeout activities as requested;
- Prepare required reports on Contractor performance; and
- Prepare, obtain approvals, and submit C.request following the lead times specified for contract actions.

At a minimum, the COR should maintain a file containing copies of the following:

- COR appointment memorandum and acknowledgment;
- Contract and contract modifications;
- All contract correspondence;
- Records of COR inspections;
- Records of conversations with the Contractor; and
- Invoices and/or vouchers.

CORs DO NOT have the authority to:

- Award, agree to, or sign any contract, delivery order or task order. Only the CO can make contractual agreements, commitments, or modifications;
- Make any commitments or otherwise obligate NOAA to make any changes to the contract including physical location of the contractor;
- Grant deviations from or waive any of the terms and conditions of the contract;
- Impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in the contract;
- Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds;
- Give direction to the Contractor or to the employees of the Contractor except as provided for in the contract;
- Change the period of performance;
- Authorize the purchase of equipment, except as required under the contract;
- Authorize the furnishing of Government property, except as required under the contract;
- Authorize subcontracting or the use of consultants;
- Approve shifts of funding between line items of the budget; and
- Approve travel and relocation expenses over and above those provided for in the contract.

3.4 Contractor Access to NOAA IT Systems

Whenever a contractual agreement including purchase/delivery/task orders, orders against blanket purchase, ordering agreements, or contract requires Contractor personnel to have access to Government computer systems including desktop, laptop, network, mainframe, firewall, router, telephone, and other miscellaneous utility systems regardless of platform, there are specific responsibilities of the COR and the Contractor which are required to be performed prior to granting access.

The COR is responsible for determining Contractor personnel need to access Government computer systems. Access is made available by the COR requesting accounts and system access for Contractor employees assigned to their contracts from the appropriate system administrator. The COR is responsible to subsequently notify the appropriate system administrator when such access is no longer required by the Contractor or Contractor's employees. Access to IT systems will be deactivated within 24 hours once notified the individual no longer requires access to those systems. Deactivation is requested whenever an account user or group of users:

- Are removed from the contract either voluntarily or involuntarily;
- Transfer to another Contractor or another contract with the same vendor which does not require access;
- Are suspended or terminated by the Contractor; and
- Otherwise no longer have a legitimate business need for system access.

3.5 Identification of Contractor Employees

More agencies use Contractors as partners in assisting agencies to achieve their mission. The COR ensures the proper identification of Contractor employees is made in all correspondence, face-to-face contacts, meeting, and telephone calls.

Whenever a Contractor and its employees have access to NOAA's computer systems, the COR is required to identify such employees as Contractor employees to prevent inadvertent provision of confidential or business sensitive materials to those employees. Accordingly, all NOAA contractual agreements (contracts, purchase/delivery/task orders, orders against blanket purchase or ordering agreements) will specify the identification requirements for electronic and written correspondence, discussion, and meeting participation.

3.6 Payment of Invoices

Invoice processing is an important aspect of contract administration. Payment to the Contractor for the supplies and services delivered is the Government's obligation under the contract. The Government expects the Contractor to meet all contract requirements

for quality, quantity, and timeliness. The Contractor expects no less of the government in meeting its obligation to timely, accurate payment for supplies and services received.

3.6.1 Proper Invoicing

Invoices are to be prepared in accordance with the terms and conditions of the contract. The invoice should include the required contract identification numbers, specific listings of tasks or phases, as applicable and in such detail as prescribed in the purchase agreement.

A proper invoice includes:

- The name of the contractor and the address where payment is to be sent;
- The contract number or other Government authorization number for delivery of the goods or services (including order number and contract line item number);
- The description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered;
- The shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms) and such other substantiating documentation required by the purchase agreement. (Bill of lading number and weight of shipment are shown for shipments on Government bills of lading);
- The invoice date; and
- The name (where practical), title, phone number, and mailing address of person to be notified in event of a defective invoice.

3.6.2 COR Responsibilities When Processing Invoices

- Monitor contractor performance and advise procurement and payment office officials when circumstances prevent invoice payment;
- Approve invoices for payment in accordance with Section 7.04 of NAO 20331 Order when delegated the authority to be the designated billing office so that approved invoices or receiving reports are received by the designated payment office within five (5) working days after acceptance or notify the contractor within seven (7) days in accordance with Section 3.07 of this Order when invoices cannot be approved. If part of a delivery is acceptable and can be used independently of the defective goods or services, complete and forward a partial receiving report to the designated payment office. When the defect is corrected, a final receiving report or approved invoice is promptly submitted to the payment office;
- Ensure that a longer acceptance period is specified in the procurement request (e.g., C.Request [The C.Request is an electronic version of a

purchase request that is created in DOC's automated acquisition system, Comprizon Suite (C.Suite).]) if goods or services are being ordered which cannot be properly inspected and accepted within seven (7) days of receipt. The acceptance period will be cited in the purchase agreement resulting from the procurement request; and

- Assure that acceptability of deliverables is determined within the contractually specified inspection period (or within five (5) working days of delivery where no inspection period is specified) and prepare the proper acceptance/rejection document indicating the date(s) of acceptance or non-acceptance when a purchase agreement provides for deliverables. Receiving reports are forwarded to and received by the designated payment office within five (5) working days after acceptance.

3.6.3 Procedures for Payment of Invoices

Three documents are required to assure that payments are properly authorized and correct. These documents are:

- A valid contract, purchase order, or similar purchase agreement;
- A proper invoice from the contractor, or in the absence of an invoice, specific contract authority; and
- A receiving report or comparable evidence stating that the goods or services ordered have been received, inspected, and accepted. In the case where there is no product [e.g., progress payments, long-term research, cost-reimbursement, etc.], the contracting officer or designee approves the request for payment.

Information regarding contact information for further inquiry about invoices can be found here: http://www.ago.noaa.gov/about/contact_us.html

4. COR Certification Training Requirements

The DOC implementation of the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) defines the requirements for training based on three levels of expertise. Achievement of FAC-COR is based on the training requirements as summarized in Appendix A, FAC-COR Certification Requirements. For new CORs, training completed within the last five years can be applied towards meeting training requirements. For CORs with current Certificate of Eligibility under the previous DOC COR Certification program, training completed within the last five years can be applied to the conversion to FAC-COR Certification. Training taken at each lower level will count towards certification at the next level. NOTE: One training day is equal to six (6) hours unless the training certificate identifies Continuing Education Units (CEUs) or Continuous Learning Points (CLPs).

4.1 Continuous Learning

To maintain FAC-COR certification, COR's are required to earn 40 continuous learning points (CLPs) of skills currency training every two years. Continuous learning points begin to accumulate on the date of certification. Failure to comply with CLP requirements nullifies the certification and its transferability to other agencies.

[Appendix C in the CAM 1301.670 COR Certification Program](#) provides guidance on earning continuous learning points and assigning points to various developmental activities. Continuous learning activities may include but are not limited to the following:

- Training activities, such as teaching, self-directed study, and mentoring;
- Courses completed to achieve certification at the next higher level;
- Professional activities, such as attending/speaking/presenting at professional seminars/symposia/conferences, publishing, and attending workshops; Educational activities, such as formal training, and formal academic programs; and
- Experience such as development or rotation assignments.

For additional guidance regarding stages of continuous learning, see figure 2-1 in CAM 1301.670.

4.2 COR Certification Levels

4.2.1 COR Certification

DOC COR Certification Program, set forth in CAM 1301.670 is the requirement for certification. The purpose of the COR certification program is to create a results oriented workforce, focused on partnering, performance, quality, and accountability ensuring entrusted resources are used and managed wisely throughout all phases of the acquisition life cycle. A COR appointment is required for every contract over the simplified acquisition threshold. For access to application materials regarding COR certification levels 1-3, see Appendix D of CAM 1301.670 located at:

https://www.osec.doc.gov/oam//acquisition_management/policy/commerce_acquisition_manual_cam/documents/CAM%201301.670_AUG%202020.pdf

4.2.2 Three Levels of Expertise

4.2.2.1 COR Level 1

Provide technical oversight and direction for low risk contracts, simplified acquisitions, or moderately complex contracts under the direct leadership

of a more experienced COR. COR Level 1 certification is up to \$150,000.

4.2.2.2 COR Level 2

Provide technical oversight and direction for moderate risk contracts with little or no supervision and oversight for more highly risk and complex contracts under direct leadership of a more experienced COR. The Level 2 certification is between \$150,000 to \$10,000,000.

4.2.2.3 COR Level 3

Provide technical leadership, oversight, and direction of high-risk, complex contracts; mentor, develop, and lead less experience CORs. The Level 3 certification is \$10,000,000 and above.

5. Nomination and Appointments

5.1 Nomination

Program officials nominate COR candidates who are technically competent in the field related to the specific acquisition and who have received FAC-COR certification at the appropriate level to support the contract action. Program officials consider the amount of time the nominee is able to dedicate to performing delegated contract management duties. To involve the COR in the advance acquisition planning process, ensure formal nomination made early in the acquisition process. A copy of the nomination letter is provided to the CO.

5.2 Contracting Officer Representatives (CORs), Assistant and Alternate CORs, Task Managers, and Surveillance Personnel

All NWS CORs, ACORs, TMs, and Surveillance Personnel are nominated by an NWS program office and appointed in writing by the CO, in accordance with the same requirements applicable to CORs, per CAM 1301.670, section 3. NWS emphasizes the requirements of CAM 1301.670 section 3 which requires a COR, ACOR, TM, and Surveillance Personnel to be nominated by the program official and appointed by the Contracting Officer. The duties of the appointed COR, ACOR, TM, and Surveillance Personnel are not to be re-delegated.

Unless a specific waiver is granted by the CFO, appointment of personnel referenced in this memo is required to be followed.

5.3 Delegation and Appointment Memorandum

The CO issues a delegation and appointment memorandum upon determination that the nominee has received FAC-COR certification at the appropriate level to support the contract action and the nominee can dedicate the necessary amount of time for successful contract management.

The delegation and appointment memorandum at a minimum: identify the contract; state the roles and responsibilities of the COR; list the delegated contract management duties; and note the CO's authority to appoint a successor COR and/or withdraw COR appointments if it is deemed necessary. The COR countersigns the delegation and appointment memorandum to indicate they have read and accept the duties, responsibilities, and limitations of the appointment. As determined by the CO, the delegation and appointment memorandum may also be signed by the COR's supervisor to indicate they recognize and accept the demands on the COR's time and performance. The CO maintains a copy of the delegation and appointment memorandum and acknowledgement in the contract file. A copy of the delegation and appointment memorandum may be provided to the Contractor.

In addition to the delegation and appointment memorandum, COs notify prospective CORs of their obligation to disclose any direct or indirect financial interest that would conflict with the COR's public duties, in accordance with Department Administrative Order (DAO) 202-735-A - Employee Responsibilities and Conduct found at: http://www.osec.doc.gov/opog/dmp/daos/dao202_735-A.html

5.4 Cancellation of Appointment

COs have the authority to cancel COR appointments of individuals who are not satisfactorily fulfilling their contract management duties or staying within the limits of their COR authority. Cancellation actions are undertaken only in serious circumstances and only after the CO has attempted to have the COR correct the problem. The CO takes this action only after consideration of the impact on the individual concerned, balanced with the obligation to manage contracts in a manner that safeguards the interest of the Department and the taxpayer.

The CO documents the basis for the decision and notify the COR in writing of the cancellation, providing five (5) work days for appeal to the Head of Contracting Office (HCO), or one level above the HCO if the HCO is the CO. The appeal official renders a decision within five (5) workdays of the appeal. The appeal decision is final. In urgent

situations, the appeal period may be waived, and an earlier decision issued. Upon written request by the COR, the appeal official may extend the appeal period.

Appendix A – References

Federal Acquisition Regulations:

<https://www.acquisition.gov/?q=browsefar>

Commerce Acquisition Manual:

https://www.osec.doc.gov/oam//acquisition_management/policy/commerce_acquisition_manual_cam/default.htm

Commerce Acquisition Manual 1301.670 Contracting Officers Representative
Certification Program:

https://www.osec.doc.gov/oam//acquisition_management/policy/commerce_acquisition_manual_cam/documents/CAM%201301.670_AUG%202020.pdf

NOAA Administrative Order 208-1, NOAA Acquisition Manual:

http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_208/noaa_acquisition_manual_v2_03_31_14.pdf

NOAA Administrative Order 203-31 Payment of Invoices:

http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_203/203-31.html