

memorandum

Date: April 15, 2019

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14517, Battelle Energy Alliance, LLC, Management and Operating Contract for the Idaho National Laboratory (CLN191196)

To: Dr. Linda S. McCoy, Sr. Scientist
Office of Nuclear Energy
Idaho Operations Office, MS 1235

Pursuant to DOE Order 541.1C, *Appointment of Contracting Officers and Contracting Officer Representatives*, and in accordance with the Technical Direction clause contained in the subject contract, you are hereby designated to act as the Contracting Officer Representative (COR) in relation to the supplies and/or services to be provided under the subject contract.

As a COR, you must do the following:

- Familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements;
- Maintain a separate file for this contract that contains:
 - A copy of this letter and any other documents showing the extent and limitations of your duties and responsibilities as a COR;
 - Records and correspondence documenting all actions that you take in accordance with your delegation as a COR;
- Provide the Contracting Officer with access to all records that you maintain relating to the contract;
- Take utmost care to protect proprietary and business-sensitive information;
- Comply with the procurement integrity provisions specified in FAR 3.104 and promptly report to the CO any information concerning a violation or possible violation of those requirements;
- Obtain all required training to meet and maintain the requirements for CORs specified in DOE Order 361.1C (or successor document) and the DOE Acquisition Certifications Program Handbook (or successor document).
- Fulfill the specific duties described in this letter; and
- Consult with the CO when you have questions or concerns regarding the performance of your responsibilities as a COR.

As a COR, you may not do the following:

- Redelegate any COR responsibility to others;

- Negotiate terms or make any agreements or commitments with the Contractor which involve a change in the scope, price/cost, terms, or conditions of the contract; or
- Take any other actions related to the contract that are not specifically authorized by this delegation.

Note that only the CO is authorized to modify any term or condition of the contract or waive any requirement of the contract. You may be held personally liable for any unauthorized acts.

Your specific duties for this contract will consist of the following:

A. Monitor Contract Compliance

Ensure that the Contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. In this connection, you should:

1. Inform the Contracting Officer (CO) in writing of any performance failure by the Contractor.
2. Inform the CO if you foresee that the contract or any task order will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
3. Ensure that the government meets its contractual obligations to the Contractor. This includes, but is not limited to, furnishing any government property and services specified in the contract, and providing timely Government comment on or approval of draft contract deliverables as may be required by the contract.
4. Inform the CO in writing of any necessary changes to the contract or task orders, as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, task order, reporting requirements, or any other part of the contract. If the contractor proposes a change, inform the contractor that the proposed change must be submitted to the CO in writing. Provide any recommendations on the contractor-proposed change to the CO in addition to any other documentation requested by the CO. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the Contractor proceeds with the changes.
5. Issue technical direction within the limitations set forth in this designation and in accordance with the Technical Direction clause of the contract. Such technical direction should be in writing. A copy of all technical direction sent to the Contractor will be provided to the CO.
6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO in writing all technical issues which cannot be resolved without increasing costs or changing the contract. Also immediately report in writing any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.

7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. If the contract contains a task ordering clause, recommend approval of task orders to the CO.
9. Inform the CO, in writing, of the need to exercise the contract option, if any, for additional time and/or quantities of units acquired.
10. Complete the past performance Contractor Performance Report and Assessment when requested.
11. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between Government and Contractor employees is created. [Note: The DOE Acquisition Guide, Part 37, provides guidance on support service contracting, a copy of which is available on the DOE website.]
12. Inform the CO of any potential or evidence of organizational conflict of interest (OCI) problems. [OCI means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.]

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract or task orders, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, number of travelers, and duration are appropriate.
4. Review and certify the contractor's periodic invoices for payments consistent with the contract and progress reports and determine whether work accomplished is commensurate to the payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review contractor invoices through DOE's Financial Accounting Support Tool (FAST); make payment recommendation(s) to the CO. Approve payments when directed by the CO.
6. Review, and adjust as necessary, automated cost accruals in the Financial Accounting Support Tool (FAST) at <https://fast.doe.gov/Main.aspx>. Note that manual changes can be made on the 4th and 5th working days of each month. Retain documentation regarding accrual review, including any manual adjustments made, for at least one year.

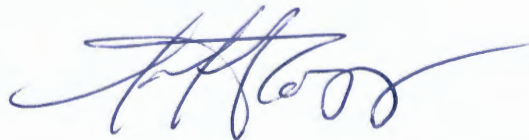
C. Property Management (as applicable)

1. Review and comment on the Contractor's request for government- furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.

2. Review and comment on the Contractor's request for consent to the purchase of supplies, materials, and equipment, and forward the request to the CO for disposition.
3. Review and comment on the Contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the Contractor's submitted property management reports.

D. Assist in Contract Closeout

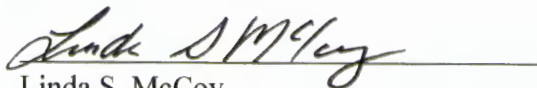
1. Provide a written statement to the CO attesting to the Contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the CO; and make disposition of all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance.



Jeffrey C. Fogg, Contracting Officer
Contract Management Division

cc: Battelle Energy Alliance, LLC

RECEIPT OF THIS CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION IS
HEREBY ACKNOWLEDGED:



Linda S. McCoy

Contract No. DE-AC07-05ID14517

04/17/2019
Date