

PART III – SECTION J, ATTACHMENT T-2

RANDALL D. LILLIE
INFORMATION MANAGEMENT AND CYBER SECURITY ACTIVITIES



Department of Energy
Idaho Operations Office

October 8, 2020

MEMORANDUM FOR RANDALL LILLIE, DIRECTOR
INFORMATION MANAGEMENT DIVISION
IDAHO OPERATIONS OFFICE, MS 1240

FROM: JEFFREY C. FOGG, CONTRACTING OFFICER

A handwritten signature in blue ink, appearing to read "Jeffrey C. Fogg", is positioned to the right of the "FROM:" line.

Digitally signed by Jeffrey
C. Fogg
Date: 2020.10.08
17:11:54 -06'00'

SUBJECT: Designation of Contracting Officer's Representative, Contract
No. DE-AC07-05ID14517- Battelle Energy Alliance, LLC,
Management and Operating Contract for Idaho National
Laboratory (CLN210048)

In accordance with the Technical Direction Clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring of the functional areas limited to information management and cyber security activities as required under the subject contract.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1B. Your duties will consist of the following:

1. Thoroughly familiarize yourself with all the requirements of the contract and your responsibilities relative to these requirements. A copy of the contract is available at the Department of Energy, Idaho Operations Office, Nuclear Energy (NE-ID) Website.
2. Issue technical guidance in accordance with Clause G.2, Technical Direction, of the contract and provide program and contract guidance to NE-ID staff and the contractor for the work scope identified above. Coordinate technical direction and contract oversight with NE-ID staff and other appointed CORs.
3. Recommend in writing to the Contracting Officer (CO) desired changes to the scope of work and provide a full explanation of the proposed action. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. This statement should also include the estimated cost of any proposed increase or decrease in the scope of work and a statement on the availability of funds.
4. Assure that changes in scope of work or delivery schedule are issued by written contract modification by the CO before the contractor proceeds with the changes.
5. Report to the CO all technical questions from the contractor that cannot be resolved without increased costs, alterations, or changes to the contractor's scope and recommend solutions to such problems.

6. Assure that the contractor complies with all technical requirements defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and the Contract Data Requirements List.
7. Assure that the Government meets its contractual obligation to the contractor, including any Government-furnished equipment and services called for in the contract. Also, assure the Government provides timely comments on, or approval of, the required contract deliverables.
8. Provide a copy of all contract-related correspondence that you generate or receive to the Contracting Officer.
9. Ensure that the inspection, acceptance, and approval of all deliverables are within the scope of the contract.
10. Monitor and report the contractor's performance to ensure contractor compliance with all technical requirements defined in the contract and work plans, including reports, documentation, data, work products, milestone schedules, and other deliverables as required. This documentation will be used to evaluate the contractor's performance and determine fee.
11. Implement the Contractor Oversight Model and monitor the specific contract elements, based on the risk level associated with each work scope element, while ensuring flexibility in oversight execution to recognize performance and risk diversity.

In performing these responsibilities, you are not authorized to (1) redelegate any COR responsibility to others; or (2) make any agreements or commitments with the contractor, which involve a change in the scope, cost, terms or conditions of the contract, PEMP, or work plans.

Only the Contracting Officer is authorized to modify any terms or conditions of the contract, waive any requirement of the contract, determine the allowability of costs, or sign any document that requires the signature of the Contracting Officer.

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

Randall D.
Lillie

Digitally signed by
Randall D. Lillie
Date: 2020.10.13
07:28:54 -06'00'

10/13/2020

Randall Lillie
Contract No. DE-AC07-05ID14527

Date