

PART III – SECTION J, ATTACHMENT T-9

KYLE S. VOGEL
MATERIALS AND FUELS COMPLEX PROTECTIVE FORCE
SECURITY BUILDING AND CONSOLIDATED TRAINING FACILITY PROJECTS



Department of Energy
Idaho Operations Office

November 1, 2022

MEMORANDUM FOR KYLE S. VOGEL
IFM PROJECT MANAGEMENT GENERAL ENGINEER
IDAHO FACILITIES MANAGEMENT DIVISION
IDAHO OPERATIONS OFFICE

FROM: JEFFREY C. FOGG, CONTRACTING OFFICER
CONTRACT MANAGEMENT DIVISION
IDAHO OPERATIONS OFFICE

SUBJECT: Contract No. DE-AC07-05ID14517 - Designation of
Contracting Officer Representative for the Material and Fuels
Complex Protective Force Security Building and Consolidated
Training Facility Projects (CLN230116)

In accordance with the contract clause G.2 entitled, "Technical Direction," contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for the oversight and technical monitoring of the Material and Fuels Complex (MFC) Protective Force Security Building and Consolidated Training Facility Projects.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541. IC, Appointment of Contracting Officers and Contracting Officer's Representatives. 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 (DOE-ID) website.
2. Issue technical guidance in accordance with contract clause G.2 entitled "Technical Direction," of the contract and provide project and contract guidance to the Contractor for the MFC Protective Force Security Building and Consolidated Training Facility Projects. Coordinate technical direction and contract oversight with DOE-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 to the approved Performance Baseline, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO and the Project Management Executive, as appropriate. This statement should also include the estimated cost and schedule of any proposed increase or decrease in the approved scope of work and a statement on the availability of funds.

4. Assure that changes in the 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 increase costs, alterations, or changes to the contracts 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 (CDRL).
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 CO.
9. Ensure that the inspection, acceptance, and approval of all deliverables are within the scope of the contract.
10. Develop performance criteria and measures for the Performance Evaluation and Measurement Plan (PEMP) as appropriate, to maximize and evaluate the Contractor's performance.
11. 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.

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 CO 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 CO.

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

Kyle S. Vogel
Contract No. DE-AC07-05ID14517

Date

ID RECORD PAGE

[This page and concurrence notes/emails for internal distribution only]

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CONCURRENCE:

Zeus Concurrence:
CO/CMD(Tomlinson) (author)
Prime COR (McCoy)
CO (Fogg) (signature)

RECORD NOTES:

1. This correspondence record belongs to: CMD/COR Memos
2. Designation of Contracting Officer Representative for the MFC Protective Force Security Building and Consolidated Training Facility Projects to Kyle S. Vogel.
3. Greg Tomlinson drafted this memo.
4. This letter/memo closes Zeus number: **NA**
5. The attached correspondence has no relation to the Naval Nuclear Propulsion Program.

Concurrence History: CLN230116

Concurrer	Concur Date	Comment
Tomlinson, Gregory J	10/31/2022	
Fogg, Jeffrey C	10/31/2022	
McCoy, Linda S	10/31/2022	