United States Government **Department of Energy**

memorandum

National Nuclear Security Administration
Los Alamos Site Office
Los Alamos, New Mexico 87544

PM 1:48 04 SEP -2 PM 1:4

DATE: JUL 1 0 2004
REPLY TO ATTN OF: LASO
SUBJECT: Appointment of Contracting Officer Representative for Contract W-7405-ENG-36, the Regents of the University of California, Los Alamos National Laboratory

TO: Ronald C. Cherry, Director, Office of International Safeguards, NA-243, HQ/L'Enfant Plaza

Pursuant to and in accordance with NNSA Policy Letter BOP.003.0302, Appointment of Contracting Officer's Representatives (COR) for NNSA Management and Operating Contracts, and the contract clause entitled "Performance Direction," your COR appointment dated September 29, 2003 is rescinded and superseded by this appointment. You are hereby appointed to act as the Contracting Officer's Representative (COR) in relation to the performance of work under the subject contract.

Your COR appointment authority is limited to:

- Providing guidance on program work concerning International Safeguards for subject contract,
- Initiating timely work authorizations for program work concerning International Safeguards for subject contract, and
- Performing oversight activities for program work concerning International Safeguards for subject contract.

NEITHER THIS APPOINTMENT NOR ANY COR RESPONSIBILITIES MAY BE REDELEGATED TO OTHERS.

The terms and conditions of this appointment are as follows:

1. Perform contract oversight activities and other functions under your purview associated with performance not involving a change in scope, cost, terms, or conditions of the contract. Any corrective action proposed as a result of oversight activities or other performance awareness shall be provided to and discussed with the Site Office Manager. The Site Office Manager will issue any corrective action requests to the contractor. In this regard, you should ensure that you are familiar with the requirements of the contract and your functional responsibilities relative to the contractual requirements.

2. Ensure that the contractor complies with all requirements of the work under your purview defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. In this connection, you shall:

   a. Provide all initiated work authorization (WAs) documents to the Los Alamos Site Office Contracting Officer (LASO-CO) for approval with copies to the Field Financial Manager.

   b. Inform the LASO-CO, in writing, of any performance failure by the contractor.

   c. Inform the LASO-CO if you foresee that the contract or any Work Authorization will not be completed according to schedule, and/or estimated cost. Your written notice should include your recommendations for resolving the schedule problem, and/or revising the estimated cost.

   d. 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 contract deliverables as may be required by the contract.

   e. Issue written performance direction within the limitations set forth in this appointment and in accordance with the Performance Direction clause of the contract. A copy of all performance direction sent to the contractor shall be provided to the LASO-CO. Any disagreement in the performance direction shall be brought to the LASO-CO for resolution.

   f. Assist the contractor in interpreting the requirements of the contract. You are to immediately report to the LASO-CO, in writing, all issues that cannot be resolved without increasing costs or changing the contract, and any issue that cannot be mutually agreed to so that the LASO-CO can take action to resolve. Such reports must include the facts pertinent to the issue and the recommended action.

   g. Review, inspect, and accept or decline all authorized deliverables within the scope of your appointment. You are to immediately report to the LASO-CO any unauthorized deliverables that are outside your scope of appointment so that the LASO-CO can take appropriate action.

   h. Assist the LASO-CO in the development of the annual Performance Evaluation Plan (PEP) by providing timely performance expectations.

i. Provide timely evaluation input to the LASO-CO for assessing contractor performance in the development of the Performance Evaluation Report (PER) in every phase. This includes obtaining, coordinating, and consolidating feedback and input from all site offices, internal personnel, and other federal organizations, as applicable.

j. Inform the LASO-CO of any potential or evidence of real or perceived organizational conflicts of interest (OCI) matters or employee ethics or integrity issues.

k. Provide a written statement to the LASO-CO attesting to the contractor's completion of performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated. Provide any required closeout information to the LASO-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 contract performance period.

l. Prepare a written record of meetings, trips, and telephone conversations relating to your COR actions under the subject contract. Each record and all correspondence relating to your appointment for this contract should cite the contract number, date, time, and location, as necessary to be a complete record. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be accessible to or furnished to the LASO-CO, upon request, and other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data and classified and business-sensitive information.

In performing these responsibilities, you are **not** authorized to re-delegate any COR authority and responsibility to others or negotiate terms or make any agreements or commitments with the contractor that involve a change in the scope, price/cost, terms, or conditions of the contract. Only the LASO-CO is authorized to modify any term or condition of the contract, waive any requirement of the contract, or approve costs incurred or make determinations of cost allowability.

This COR appointment may be revoked at anytime for failure to perform within the appointment limitations and terms and conditions detailed in paragraphs 1 and 2 above.

This appointment and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned to the contract, or this delegation is rescinded in writing, or the contract is completed. You are to immediately notify the

LASO-CO, in writing, of any reassignment from this contract or termination of employment from the department.

Please acknowledge acceptance of the COR appointment and return one copy to the LASO-CO identified below.

Edwin L. Wilmot
Manager
Contracting Officer

ACCEPTANCE OF APPOINTMENT

I hereby accept the responsibility to perform the functions delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Name of Appointed COR: Ronald C. Cherry

Signature of COR: _____ Date: 7/30/04

Cc:
S. Robert Foley
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George P. Nanos, Director, LANL (MS-A100)
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