

memorandum

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

DATE: JUL 20 2010
 REPLY TO:
 ATTN OF: CAS:14BR-266238
 SUBJECT: Appointment of Contracting Officer's Representative for Contract DE-AC52-06-NA25396, Management and Operation of the Los Alamos National Laboratory

TO: Stephen Mellington, Site Manager, Nevada Site Office

Reference:

- 1.) Contract Number DE-AC52-06NA25396, Los Alamos National Security, LLC and the Department of Energy, National Nuclear Security Administration
- 2.) Section H, Clause H-2 entitled, "Performance Direction"

Pursuant to and in accordance with National Nuclear Security Administration (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," you are hereby appointed to act as the COR in relation to the following aspects of the Scope of Work (SOW), and related requirements of the subject contract.

Functional Area	Contracting Officer's Representative (COR)
All operations conducted at the Nevada Test Site without impact offsite	Stephen Mellington

TERM OF APPOINTMENT: July 20, 2010 through July 31, 2011
 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 Contractor performance identified as requiring contractual corrective action as a result of oversight activities or other performance awareness; requires the COR to discuss the recommended corrective action, with the Contracting Officer (CO) and Site Office Manager (SOM). The COR will prepare the draft corrective action correspondence for SOM review and CO signature approval; only then will the corrective action request be issued 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.

Issuance of the technical direction shall not impose tasks or requirements upon the Contractor additional to or different from the SOW of the Contract. While you are functioning in the capacity as the COR, the technical direction, to be valid, must be issued in writing, consistent with the general SOW set forth in the Contract. Any direction provided shall not:

- a) Assign work outside the general scope of the SOW;
 - b) Make a change as defined in the "Changes" clause of the Contract;
 - c) Cause an increase or decrease in the total estimated Contract cost or time required for Contract performance; or
 - d) Change any of the expressed terms, conditions, or specifications of the Contract.
2. Ensure that the Contractor complies with all requirements of the work defined in the SOW, including reports, documentation, data, work products, milestone schedules, and deliverables. To this end, you shall:
- a) Review and provide all Work Authorization (WAs) and Work-For-Others (WFO) documents to the Los Alamos Site Office Contracting Officer (LASO-CO) for approval.
 - b) Inform the LASO-CO, in writing, of significant contractual performance failure by the Contractor.
 - c) Inform the LASO-CO if you foresee that the Contract or any WA or WFO project 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) Assist the Contractor in interpreting technical requirements to be met by the Contractor. All technical questions arising out of the Contract, which cannot be resolved without increasing costs or the incurrence of irresolvable differences, should be reported, in writing, to the CO. Such reports shall contain the facts and any recommendations to the CO. Your written report shall consist of a statement attesting to the Contractor's completion of technical performance under the Contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the Contractor's performance under the Contract.
 - e) Notify the LASO-CO of competing requirements or priorities which cannot be resolved at your level.

- f) 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.
- g) Issue written performance direction within the limitations set forth in this appointment and in accordance with Section H, Clause H-2 *Performance Direction* clause of the Contract. Copies of all performance direction sent to the Contractor shall be maintained in the COR files with a copy provided to the LASO-CO. Any disagreement in the performance direction shall be brought to the LASO-CO for resolution. CORs are encouraged to review with the CO any questionable or sensitive performance direction prior to issuance.
- h) Assist the Contractor in interpreting the requirements of the Contract. You are to provide a timely 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.
- i) Review, inspect, and accept or decline all authorized deliverables within the scope of your appointment. You are to provide a timely report to the LASO-CO any unauthorized deliverables that are outside your scope of appointment so that the LASO-CO can take appropriate action.
- j) Assist the LASO-CO in the development and tracking of the annual Performance Evaluation Plan (PEP) by providing timely performance expectations and monthly feedback into the PEP Reporting Systems.
- k) Provide timely evaluation input to the LASO-CO for assessing Contractor performance and support in preparing the Performance Evaluation Report (PER). This includes obtaining, coordinating, and consolidating feedback and input from all site offices, internal personnel, and other federal organizations, as applicable.
- l) Inform the LASO-CO of potential Organizational Conflicts of Interest (OCI) matters or employee ethics or integrity issues.
- m) Maintain COR files documenting 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 and acceptance information to the LASO-CO in support of the PER and make disposition upon closeout of each PER and upon conclusion of your appointment 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.

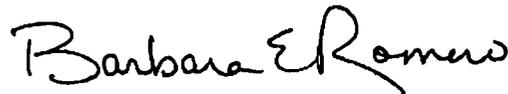
- n) Maintain an official record of direction relating to your COR actions under the subject Contract. The utmost care must be given to restrictions regarding proprietary data and classified and business-sensitive information. It is imperative that the COR maintain sufficient records to substantiate COR direction and acceptances. COR records and files must be able to uphold independent review with regard to COR actions and direction. All COR files are subject to LASO-CO review.

In performing these responsibilities, you are not authorized to redelegate 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 allow ability.

All COR appointments issued to you prior to the date of this memorandum are considered rescinded by the CO. 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 term and its authority shall become effective upon your acceptance and shall remain in effect as long as you meet COR training requirements; are assigned to the Contract; delegation has not been rescinded, or the Contract period of performance has not been completed. You are to immediately notify the LASO-CO, in writing, of any reassignment from this Contract or termination of employment from the Department of Energy.

Please acknowledge acceptance of the COR appointment and return one copy to Barbara E. Romero, CAS, LASO.



Barbara E. Romero
Contracting Officer

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