



Department of Energy
National Nuclear Security Administration
P. O. Box 5400
Albuquerque, NM 87185



August 2, 2011

MEMORANDUM FOR: STEPHEN A. MELLINGTON, SITE MANAGER,
NEVADE SITE OFFICE

FROM: DANIEL J. SAIZ, PROCURING CONTRACTING OFFICER 

SUBJECT: Appointment of Contracting Officer Representative for
Management and Operating Contract DE-AC52-07NA27344,
Lawrence Livermore National Laboratory

Pursuant to DOE Order 541.1B, entitled , "Appointment of Contracting Officers and Contracting Officer Representatives", the National Nuclear Security Administration (NNSA) Policy Letter: BOP.003.0303 entitled "Appointment of Contracting Officer and Contracting Officer Representatives (COR) for NNSA Management and Operating Contracts" and the contract clause entitled , "Performance Direction", you are hereby appointed to act as the Contracting Officer Representative (COR) in relation to the services provided by the Government to Lawrence Livermore National Security LLC (LLNS) for performance of work under the subject contract subject to the limitations within this appointment letter.

Within the programs listed under the contract, you are hereby appointed to act as the COR and have the authority to authorize and oversee adherence to safety basis documents for nuclear and other high hazard work that is performed by Lawrence Livermore National Laboratory on the Nevada National Security Site.

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

The terms and conditions of this appointment are as follows:

1. Inform the Livermore Site Office Contracting Officer (LSO-CO), in writing, of any performance failure by the Contractor.
2. Provide the LSO-CO with a copy of all formal written performance direction correspondence sent to the Contractor.

3. Immediately report to the CO, in writing, all issues that cannot be resolved without increasing costs or changing the Contract; and any issues that cannot be mutually agreed to so that the LSO-CO can take action to resolve. Such reports must include the facts pertinent to the issue and the recommended action.
4. Report to the LSO-CO any unauthorized deliverables that are outside your scope of appointment so that the LSO-CO can take appropriate action.
5. Inform the LSO-CO of any potential or evidence of real or perceived Organizational Conflicts of Interest matters or employee ethics or integrity issues.
6. Provide any required closeout information to the LSO-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.

As a matter of practice, the COR should 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 furnished to the LSO-CO, 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.

The Nevada Site Office CO shall be on concurrence, and the LSO-CO shall be on distribution, for all COR Performance Direction correspondence, and approval correspondence of any AB documents and Startup and Restart Contract deliverables that were submitted to you by LLNS directly. All COR correspondence and approvals of any Contract deliverables shall include the following disclaimer:

"The action taken herein is considered to be within the scope of work of the existing contract and does not authorize the contractor to incur any additional costs (either direct or indirect) or delay delivery to the Government. If the contractor considers that carrying out this action will increase the contract costs or delay delivery, the contractor shall promptly notify the Livermore Site Office Contracting Officer orally, confirming and explaining the notification in writing within five workdays. Following submission of the written notice of impacts, the contractor shall await further direction from the Livermore Site Office Contracting Officer."

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 LSO-CO is authorized to modify any term or condition of the contract, waive any requirement of the subject Contract, or approve costs incurred or make determinations of cost allowability. The following LSO CORs are authorized to approve AB documents submitted by LLNS directly when you are not available to approve: Alice Williams, Phil Hill, and Samuel Brinker in that order.

This appointment and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned as the Nevada Site Office Manager and retain the Deputy Administrator for Defense Programs delegation for Nuclear Safety, or this delegation is rescinded in writing, or the Contract is completed. **The COR appointment may be revoked at any time for failure to perform within the appointment limitations and terms and conditions detailed in the paragraphs above; and failure to timely maintain the required training requirements.** You are to immediately notify the LSO-CO, in writing, of any reassignment from this Contract or termination of employment from the department.

By copy of this memorandum, the Contractor is advised that the LSO-CO is the only person authorized to approve any changes in the subject Contract requirements. In the event the Contractor effects any change at the direction of any person other than the CO, the changes will be considered to have been made without authority. The Contractor is further advised to provide the CO with written notification upon receipt of any correspondence, from sources other than the CO, containing instructions such as corrections, clarifications, or directions, which in the opinion of the Contractor would impact cost, schedule, and/or performance, if implemented. An informational copy should be provided to the COR.

All COR correspondence should be e-mailed to ronna.promani@nnsa.doe.gov, faxed to (925) 423-7668, or mailed to:

Mrs. Ronna Promani
Contracting Officer
U.S. Department of Energy
National Nuclear Security Administration
Livermore Site Office
7000 East Avenue, L-293
Livermore, CA 94550-9234

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: Stephen A. Mellington

Signature of COR: Stephen A Mellington Date: 8/4/11