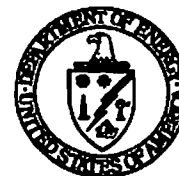




**Department of Energy  
National Nuclear Security Administration  
Nevada Site Office  
P.O. Box 98518  
Las Vegas, NV 89193-8518**



March 17, 2009

Stephen A. Mellington, Manager, NNSA/NSO, Las Vegas, NV

**APPOINTMENT OF CONTRACTING OFFICER REPRESENTATIVE FOR CONTRACT NO. DE-AC52-06NA25946 WITH NATIONAL SECURITY TECHNOLOGIES, LLC.**

Reference: COR Delegation Letter AMBCM:DAD-06156 dated May 18, 2006, subject as above.

**The referenced letter is hereby rescinded and replaced with this letter.**

Pursuant to and in accordance with DOE Order O 541.1B, *Appointment of Contracting Officers and Contracting Officer's Representatives*, and the Contract Clause entitled "Performance Direction," you are hereby appointed to act as the Contracting Officer's Representative (COR) (or Alternate COR) in relation to the services provided to the Government by the Contractor in performance of work under Contract No. DE-AC52-06NA25946 for the following functional area(s):

<b>Functional Area</b>
<b>Environmental Management Programs:</b> Environmental Restoration; Waste Management; and Environmental Protection
<b>National Security Programs:</b> Stockpile Stewardship; Emergency Response; National Security Support; and Nevada Intelligence Center
<b>Safeguards &amp; Security Programs:</b> Technical & Security Support, MC&A, Survey & Physical Security
<b>Safety &amp; Operations:</b> Operations Management; Facilities, Engineering, and Infrastructure Management; Facility Representatives; and Safety and Health
<b>Nuclear Safety:</b> Nuclear Safety; and Performance Assurance
<b>Business &amp; Contract Management:</b> Budget; Contracts; Finance; Human Resources; Records Management; Training

This Appointment pertains to 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. 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. Neither this Appointment nor any COR responsibilities may be redelegated to others.

**Monitor Contract Compliance.** Ensure that the Contractor complies with all requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. In this regard, you shall:

- a. Inform the Contracting Officer (CO), in writing, of any performance failure by the Contractor.
- b. Inform the 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.
- c. 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.
- d. Issue written direction within the limitations set forth in this Appointment and in accordance with the Performance Direction clause of the Contract. Provide the CO with a copy of all formal written direction sent to the Contractor.
- e. Assist the Contractor in interpreting the requirements of the Contract. Immediately report to the CO, in writing, all issues that cannot be resolved without increasing costs or changing the Contract. Also, immediately report, in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
- f. Inspect and accept all deliverables within the scope of your appointment. Review Contract deliverables for unauthorized work.
- g. Assist in the development of the annual Performance Evaluation Plan and provide evaluation input for assessing contractor performance to the Site Office Manager who is responsible for developing the Performance Evaluation Report.
- h. Inform the CO of any potential or evidence of real or perceived organizational conflict of interest matters or employee ethics or integrity issues.
- i. Upon Contract completion, forward a written statement to the 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 CO and make disposition of all records and documents pertinent to the administration of the Contract that you retained in your capacity as COR during the period of performance.

As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the Contract. Each record and all correspondence relating to the 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 CO, upon request, and all 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.

It is the policy of the Nevada Site Office that the Contracting Officer be on concurrence, as well as distribution, for all COR Performance Direction Letters issued to the Contractor. In addition, when you sign a COR Performance Direction Letter in your capacity as an Alternate COR, the COR must be on distribution for the letter. All COR Performance Direction Letters must 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 contract 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 contract costs or delay delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) workdays. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer."

In performing these responsibilities, you are **not** authorized to redelegate any COR 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 CO is authorized to modify any term or condition of the Contract, waive any requirement of the Contract, approve costs incurred, or make determinations of cost allowability.

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, this delegation is rescinded in writing, or the Contract is completed.

By copy of this memorandum, the contractor is advised that the Contracting Officer is the only person authorized to approve *any* changes in contract requirements. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority.

The contractor is further advised to provide the Contracting Officer with written notification upon receipt of any correspondence, from sources other than the Contracting Officer, 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.

Stephen A. Mellington

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Please sign and return the "Acceptance of Appointment" to the undersigned.



Darby A. Dieterich  
Contracting Officer

AMBCM:dad-09031

cc:

David F. Reith, NSTec, Las Vegas, NV  
S. J. Lawrence, D/MGR, NNSA/NSO,  
Las Vegas, NV  
S. A. Hejazi, CC, NNSA/NSO,  
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