

# memorandum

Idaho Operations Office

Date: May 26, 2010

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-10-059)

To: James R. Cooper, Acting Deputy Manager  
for Idaho Cleanup Project  
Idaho Operations Office

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Primary Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated cost of any proposed increase or decrease in the scope of work and the availability of funds.

You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.
4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.

5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.
2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.

3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-8600.

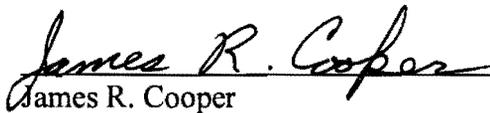
Sincerely,



Maria M. Mitchell  
Contracting Officer  
Contract Management Division

Attachment

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



---

James R. Cooper

Contract No. DE-AC07-05ID14516

5/26/2010

Date

# memorandum

Idaho Operations Office

Date: April 11, 2005

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, for the Idaho Cleanup Project (ICP) (AS-SSD-ICP/CH2MWG-05-007)

To: Paul B. Keele, Acting Assistant Manager  
Administration Services

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the "Business" Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical aspects of business-related requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the Contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing with concurrence from the Primary COR. A copy of all technical direction sent to the contractor will be provided to the CO and the Primary COR.
6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

- 2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.
- 3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“If, in my capacity as a Contracting Officer’s Representative (COR), I provide any direction that your company believes exceeds my COR authority, you are to immediately notify the Contracting Officer and request clarification prior to complying.”

- 4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 525-3809 or Wendy L. Bauer at 526-2808.



Elaine M. Richardson  
 ICP Contracting Officer  
 Site Services Division

Attachment

- cc: Richard B. Provencher, Primary ICP COR, MS 1222
- Lisa A. Green, Backup ICP COR, MS 1222
- Robert L. Green, Security & Emergency Mgmt COR, MS 1170

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



4-12-04

Paul B. Keele

Date

Contract No. DE-AC07-05ID14516

# memorandum

Idaho Operations Office

Date: April 11, 2005

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, for the Idaho Cleanup Project (ICP) (AS-SSD-ICP/CH2MWG-05-010)

To: Robert L. Green, Director  
Security and Emergency Management Division

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring of the functional areas related to security and emergency management as required under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical aspects of security and emergency management-related requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the Contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing with concurrence from the Primary COR. A copy of all technical direction sent to the contractor will be provided to the CO and the Primary COR.
6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

- 2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.
- 3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“If, in my capacity as a Contracting Officer’s Representative (COR), I provide any direction that your company believes exceeds my COR authority, you are to immediately notify the Contracting Officer and request clarification prior to complying.”

- 4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 525-3809 or Wendy L. Bauer at 526-2808.

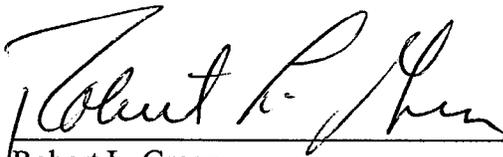


Elaine M. Richardson  
 ICP Contracting Officer  
 Site Services Division

Attachment

cc: Richard B. Provencher, Primary ICP COR, MS 1222  
 Lisa A. Green, Backup ICP COR, MS 1222  
 Paul B. Keele, Business COR, MS 1240

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



4/12/05

Robert L. Green

Date

Contract No. DE-AC07-05ID14516

# memorandum

Idaho Operations Office

Date: June 17, 2008

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-08-076)

To: William C. Lattin, Team Leader  
Waste Disposition  
Idaho Cleanup Project

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Backup Contracting Officer's Representative (COR) to the Primary COR in relation to the supplies and/or services to be provided under the subject contract and as defined in PBS-13. In cases where the Primary COR is available for communication on contract matters, you are expected to seek his concurrence prior to taking action. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

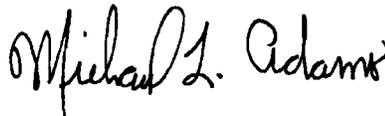
1. As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.
3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact Wendy Bauer at 526-2808.



Michael L. Adams  
Contracting Officer  
Contract Management Division

Attachment

cc: Richard B. Provencher, Primary ICP COR  
Paul B. Keele, Business COR  
Robert L. Green, Security & Emergency Mgmt. COR

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



6/19/2008

William C. Lattin

Date

Contract No. DE-AC07-05ID14516

# memorandum

Idaho Operations Office

Date: July 14, 2008

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-08-087)

To: Mark R. Arenaz  
Waste Disposition  
Idaho Cleanup Project

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Backup Contracting Officer's Representative (COR) to the Primary COR in relation to the supplies and/or services to be provided under the subject contract and as defined in PBS-30. In cases where the Primary COR is available for communication on contract matters, you are expected to seek his concurrence prior to taking action. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.



# memorandum

Idaho Operations Office

Date: September 30, 2009

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-09-084)

To: Nolan R. Jensen  
Facility and Material Disposition  
Idaho Cleanup Project

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Backup Contracting Officer's Representative (COR) to the Primary COR in relation to the supplies and/or services to be provided under the subject contract and as defined in PBS-14. In cases where the Primary COR is available for communication on contract matters, you are expected to seek his concurrence prior to taking action. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated cost of any proposed increase or decrease in the scope of work and the availability of funds.

You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.
4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.

5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.
2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.

- 3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

- 4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-8600.

Sincerely,

*Maria M. Mitchell*  
 Maria M. Mitchell  
 Contracting Officer  
 Contract Management Division

Attachment

cc: Richard B. Provencher, Primary ICP COR  
 Paul B. Keele, Business COR  
 Robert L. Green, Security & Emergency Mgmt. COR

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

*Nolan R. Jensen* \_\_\_\_\_ *9/30/2009*  
 Nolan R. Jensen Date  
 Contract No. DE-AC07-05ID14516

# memorandum

Idaho Operations Office

Date: December 8, 2009

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-10-018)

To: Richard L. Craun, Federal Project Director  
Sodium Bearing Waste Treatment Project  
Idaho Cleanup Project

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Backup Contracting Officer's Representative (COR) to the Primary COR in relation to the supplies and/or services to be provided under the subject contract for the Sodium Bearing Waste Treatment Project. In cases where the Primary COR is available for communication on contract matters, you are expected to seek his concurrence prior to taking action. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated cost of any proposed increase or decrease in the scope of work and the availability of funds.

You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**B. Monitor Administrative and Funds Aspects of the Contract**

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.
4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.

5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.
2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.

3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-8600.

Sincerely,

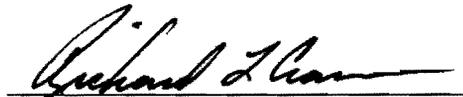


Maria M. Mitchell  
Contracting Officer  
Contract Management Division

Attachment

cc: Richard B. Provencher, Primary ICP COR  
Paul B. Keele, Business COR  
Robert L. Green, Security & Emergency Mgmt. COR

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



---

Richard L. Craun  
Contract No. DE-AC07-05ID14516

12/9/09  
Date

# memorandum

Idaho Operations Office

Date: January 13, 2010

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-10-029)

To: Brett R. Bowhan, Acting Chief Counsel  
Office of the Chief Counsel  
Idaho Operations Office

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for legal matters in relation to the supplies and/or services to be provided under the subject contract. You are expected to obtain concurrence from the Primary COR on contractual correspondence. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with 10 CFR Part 719 – Contractor Legal Management Requirements. You should:
1. Inform the Contracting Officer (CO) in writing of any legal matters submitted by or pending with the contractor.
  2. Ensure that the government meets its contractual obligations to the contractor. This includes, but is not limited to, the requirements under 10 CFR 719.40, Subpart E – Department Counsel Requirements.
  3. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in any part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated cost of any proposed increase or decrease in the contract and the availability of funds.
  4. Issue legal direction within the limitations set-forth in this designation and in accordance with the terms of the contract. Such legal direction shall be in writing with concurrence from the Primary COR. A copy of all legal direction sent to the contractor will be provided to the CO and the Primary COR.

5. Assist the contractor in interpreting the legal requirements of the contract. Immediately report to the CO, in writing, all legal issues which 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.
6. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
7. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Assist in Closeout of Contract

1. Forward a written statement to the CO attesting that all legal matters have been resolved and all open issues have been closed and/or settled.
2. In accordance with DOE policies and procedures existing upon closeout, provide any required closeout information to the 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 period of performance.

C. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information.
2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others, 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, or waive any requirement of the contract. Delegated COR authority may not be construed to include the authority to attempt to resolve any contract dispute concerning a question of fact arising under the contract.

- 3. It is mandatory that the following statement be included in all written COR direction furnished to our contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-8600.

Sincerely,

*Maria M. Mitchell*  
 Maria M. Mitchell  
 Contracting Officer  
 Contract Management Division

cc: Richard B. Provencher, Primary ICP COR  
 Paul B. Keele, Business COR  
 Robert L. Green, Security & Emergency Mgmt. COR

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

*Brett R. Bowhan*  
 \_\_\_\_\_

Brett R. Bowhan

Contract No. DE-AC07-05ID14516

*1/14/10*  
 \_\_\_\_\_  
 Date

---

# memorandum

Idaho Operations Office

Date: May 26, 2010

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14516, CH2M♦WG Idaho, LLC, Idaho Cleanup Project (AS-CMD-ICP/CWI-10-061)

To: Robert M. Shaw, Acting Supervisor  
Facility Disposition Project  
Idaho Cleanup Project

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Backup Contracting Officer's Representative (COR) to the Primary COR in relation to the supplies and/or services to be provided under the subject contract and as defined in PBS-40. In cases where the Primary COR is available for communication on contract matters, you are expected to seek his concurrence prior to taking action. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
  2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
  3. 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 draft contract deliverables as may be required by the contract.
  4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated cost of any proposed increase or decrease in the scope of work and the availability of funds.

You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which 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.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.
4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.

5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the 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 period of performance.

E. General

1. 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. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.
2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; 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, or waive any requirement of the contract.

- 3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

“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 contract costs or delay of delivery, the contractor shall promptly notify the Contracting Officer orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the contractor shall await further direction from the Contracting Officer.”

- 4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-8600.

Sincerely,

*Maria M. Mitchell*  
 Maria M. Mitchell  
 Contracting Officer  
 Contract Management Division

Attachment

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

<i>RM Shaw</i>	<i>5/26/2010</i>
Robert M. Shaw	Date
Contract No. DE-AC07-05ID14516	