

PART III – SECTION J, ATTACHMENT T-4

GERARDO J. ISLAS RIVERA

memorandum

Idaho Operations Office

Date: July 9, 2018

Subject: Contract No. DE-AC07-05ID14517 – Designation of Contracting Officer's Representative for the Remote-Handled Low-Level Waste Disposal Project (AS-CMD-18-030)

To: Gerardo J. Islas Rivera, Federal Project Director
Remote-Handled Low-Level Waste Disposal Project
Idaho Operations Office

In accordance with the contract clause G.2 entitled, "Technical Direction," contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for the oversight and technical monitoring of the Remote-Handled Low-Level Waste (RH-LLW) Disposal Project.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1C, Appointment of Contracting Officers and Contracting Officer's Representatives. Your duties will consist of the following:

1. Thoroughly familiarize yourself with all of the requirements of the contract and your responsibilities relative to these requirements. A copy of the contract is available at the Department of Energy, Idaho Operations Office (DOE-ID) website.
2. Issue technical guidance in accordance with contract clause G.2 entitled, "Technical Direction," of the contract and provide project and contract guidance to the Contractor for the RH-LLW Disposal Project. Coordinate technical direction and contract oversight with DOE-ID staff and other appointed CORs.
3. Recommend in writing to the Contracting Officer desired changes to the scope of work and provide a full explanation of the proposed action. 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 Contracting Officer and the Acquisition Executive, as appropriate. This statement should also include the estimated cost of any proposed increase or decrease in the scope of work and a statement on the availability of funds.

4. Assure that changes in the scope of work or delivery schedule are issued by written contract modification by the Contracting Officer before the Contractor proceeds with the changes.
5. Report to the Contracting Officer all technical questions from the Contractor that cannot be resolved without increase costs, alterations, or changes to the contracts scope and recommend solutions to such problems.
6. Assure that the Contractor complies with all technical requirements defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and the Contract Data Requirements List (CDRL).
7. Assure that the Government meets its contractual obligation to the Contractor, including any Government-furnished equipment and services called for in the contact. Also, assure the Government provides timely comments on, or approval of, the required contract deliverables.
8. Provide a copy of all contract-related correspondence that you generate or receive to the Contracting Officer.
9. Ensure that the inspection, acceptance, and approval of all deliverables are within the scope of the contract.
10. Develop performance criteria and measures for the Performance Evaluation and Measurement Plan (PEMP) as appropriate, to maximize and evaluate the Contractor's performance.
11. Monitor and report the Contractor's performance to ensure Contractor compliance with all technical requirements defined in the contract and work plans, including reports, documentation, data, work products, milestone schedules, and other deliverables as required. This documentation will be used to evaluate the Contractor's performance and determine fee.

Should any cost, scope, and schedule conflict arise between RH-LLW Disposal Project and the Infrastructure and Facilities Management (IFM) Program, you shall consult with the primary COR for the IFM Program prior to providing technical direction to the Contractor for the RH-LLW Disposal Project.

In performing these responsibilities, you are not authorized to (1) redelegate any COR responsibility to others; or (2) make any agreements or commitments with the Contractor, which involve a change in the scope, cost, terms or conditions of the contract, PEMP, or work plans. Only the Contracting Officer is authorized to modify any terms or conditions of the contract, waive any requirement of the contract, determine the allowability of costs, or sign any document that requires the signature of the Contracting Officer.



Jeffrey C. Fogg, Contracting Officer
Contract Management Division

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



Gerardo J. Islas Rivera
Contract No. DE-AC07-05ID14517



Date