

PART III – SECTION J, ATTACHMENT T-3

LOREN A. FRIEDEL, LEGAL MATTERS



Department of Energy
Idaho Operations Office

JAN 13 2020

MEMORANDUM FOR LOREN A. FRIEDEL
OFFICE OF THE CHIEF COUNSEL
IDAHO OPERATIONS OFFICE

FROM: JEFFREY C. FOGG, CONTRACTING OFFICE
CONTRACT MANAGEMENT DIVISION

SUBJECT: Contract No. DE-AC07-05ID14517 – Designation of
Contracting Officer's Representative, Battelle Energy Alliance,
LLC, Management and Operating Contract, for the Idaho
National Laboratory (CLN200476)

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer 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 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 F – 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 meeting, 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.

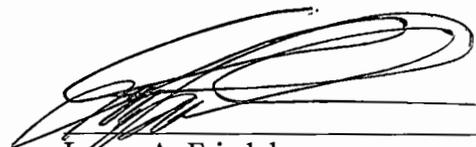
3. It is mandatory that the following statement be included in all written COR direction furnished to our contractor:

“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.”

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 Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact Jeffrey C. Fogg at (208) 526-4958.

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



Loren A. Friedel
Contract No. DE-AC07-05ID14517

11/10/2020
Date