

memorandum

Idaho Operations Office

Date: September 26, 2006

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 (AS-CMD-INL-06-037)

To: Raymond V. Furstenau, Deputy Manager
Nuclear Energy
Idaho Operations Office

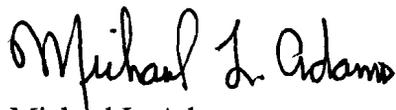
The Contracting Officer's Representative (COR) designation you received on April 10, 2006, is revised to identify your responsibility for the oversight and technical monitoring of contract scope in the areas of research and development, nuclear energy, national security, science and technology, including work for others, Specific Manufacturing Capability, Facility and Infrastructure Operations, the Reactor Technologies Complex, the Radiological and Environmental Sciences Laboratory, and the Materials and Fuels Complex. Additionally, you have primary COR authority for new requirements, which may be included in this contract.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1B. 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 DOE-ID Website.
2. Issue technical guidance in accordance with Clause G.2, Technical Direction, of the contract and provide program and contract guidance to the DOE-ID staff and the contractor for the work scope identified above. Coordinate technical direction and contract oversight with DOE-ID staff and other appointed CORs.
3. Recommend in writing to the Contracting Officer (CO) 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 CO. 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 CO before the contractor proceeds with the changes.
5. Report to the CO all technical questions from the contractor that cannot be resolved without increased 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.
7. Assure that the Government meets its contractual obligation to the contractor, including any Government-furnished equipment and services called for in the contract. 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 Measurement Plan (PEMP) 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.
12. Implement the Contract Oversight Model and monitor the specific contract elements, based on the risk level associated with each work scope element, while ensuring flexibility in oversight execution to recognize performance and risk diversity.

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.



Michael L. Adams
Contracting Officer
Contract Management Division

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



Raymond V. Furstenau

9-26-06
Date

Contract No. DE-AC07-05ID14517

memorandum

Idaho Operations Office

Date: September 26, 2006

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 (AS-CMD-INL-06-036)

To: William F. Hamel, Assistant Manager
Infrastructure Support
Idaho Operations Office

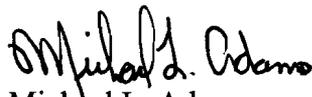
In accordance with the Technical Direction Clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring of the functional areas related to laboratory operations to include Facility and Infrastructure Operations, the Reactor Technologies Complex, the Radiological and Environmental Sciences Laboratory, Materials and Fuels Complex and the Specific Manufacturing Capability as required under the subject contract.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1B. 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 DOE-ID Website.
2. Issue technical guidance in accordance with Clause G.2, Technical Direction, of the contract and provide program and contract guidance to the DOE-ID staff and the contractor for the workscope identified above. Coordinate technical direction and contract oversight with DOE-ID staff and other appointed CORs.
3. Recommend in writing to the Contracting Officer (CO) 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 CO. 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 CO before the contractor proceeds with the changes.
5. Report to the CO all technical questions from the contractor that cannot be resolved without increased costs, alterations, or changes to the contracts scope and recommend solutions to such problems.

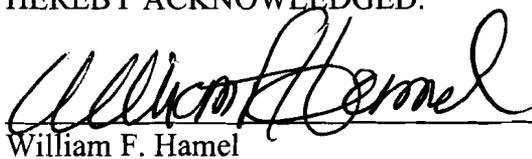
6. Assure that the contractor complies with all technical requirements defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and the Contract Data Requirements List.
7. Assure that the Government meets its contractual obligation to the contractor, including any Government-furnished equipment and services called for in the contract. 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 Measurement Plan (PEMP) 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.
12. Implement the Contract Oversight Model and monitor the specific contract elements, based on the risk level associated with each workscope element, while ensuring flexibility in oversight execution to recognize performance and risk diversity.

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.



Michael L. Adams
Contracting Officer
Contract Management Division

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


William F. Hamel

9/26/2006
Date

Contract No. DE-AC07-05ID14517

memorandum

Idaho Operations Office

Date: October 6, 2006

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 (AS-CMD-INL-06-038)

To: A. David Henderson, Assistant Manager
Technology Development & Demonstration
Idaho Operations Office

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 the oversight and technical monitoring of contract scope in the areas of research and development, nuclear energy, national security, science and technology and work for others.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1B. 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 DOE-ID Website.
2. Issue technical guidance in accordance with Clause G.2, Technical Direction, of the contract and provide program and contract guidance to the DOE-ID staff and the contractor for the work scope identified above. Coordinate technical direction and contract oversight with DOE-ID staff and other appointed COR's.
3. Recommend in writing to the Contracting Officer (CO) 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 CO. 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 CO before the contractor proceeds with the changes.
5. Report to the CO all technical questions from the contractor that cannot be resolved without increased 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.
7. Assure that the Government meets its contractual obligation to the contractor, including any Government-furnished equipment and services called for in the contract. 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 Measurement Plan (PEMP) 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.
12. Implement the Contract Oversight Model and monitor the specific contract elements, based on the risk level associated with each work scope element, while ensuring flexibility in oversight execution to recognize performance and risk diversity.

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.



Michael L. Adams
Contracting Officer
Contract Management Division

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



A. David Henderson

10/6/06

Date

Contract No. DE-AC07-05ID14517

memorandum

Date: March 2, 2005

Subject: Designation of Contracting Officer's Representative, Contract No. DE-AC07-05ID14517, Battelle Energy Alliance, LLC, Management and Operating Contract for the Idaho National Laboratory (AS-SSD-INL-05-015)

To: Robert L. Green, Director
Security and Emergency Management Division
Idaho Operations Office, MS 1170

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.

Your responsibilities originate from the provisions of the subject contract and DOE Order 541.1B. 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 NE-ID Website.
2. Issue technical guidance in accordance with Clause G.2, Technical Direction, of the contract and provide program and contract guidance to the NE-ID staff and the contractor for the workscope identified above. Coordinate technical direction and contract oversight with NE-ID staff and other appointed CORs.
3. Recommend in writing to the Contracting Officer (CO) 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 CO. 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 CO before the contractor proceeds with the changes.
5. Report to the CO all technical questions from the contractor that cannot be resolved without increased costs, alterations, or changes to the contract's 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.

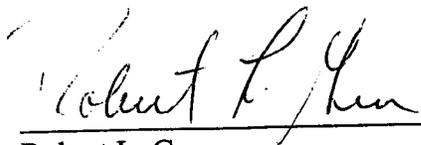
7. Assure that the Government meets its contractual obligation to the contractor, including any Government-furnished equipment and services called for in the contract. Also, assure the Government provides timely comments on, or approval of, the required contract deliverables.
8. Provide a copy of all 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 Measurement Plan (PEMP) 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.
12. Implement the Contract Oversight Model and monitor the specific contract elements, based on the risk level associated with each workscope element, while ensuring flexibility in oversight execution to recognize performance and risk diversity.

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.

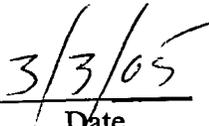


Cheryl A. Thompson
 Contracting Officer
 Idaho National Laboratory

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



 Robert L. Green
 Contract No. DE-AC07-05ID14517



 Date

memorandum

Idaho Operations Office

Date: January 6, 2010

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 (AS-CMD-INL-10-076)

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 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 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

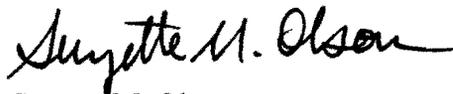
contract, or waive any requirement of the contract. Delegated COR authority may not be construed to include the authority to attempt to resolve any contract dispute concerning a question of fact arising under the contract.

- 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.”

- 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 526-7385.



Suzette M. Olson
 Contracting Officer
 Contract Management Division

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

Brett R. Bowhan
 Brett R. Bowhan
 Contract No. DE-AC07-05ID14517

1/06/2010
 Date