DOE 1325.8

(8-89)
EFG (07-90)

UNITED STATES GOVERNMENT **Department of Energy**

Memorandum

DATE: November 28, 2012

REPLY TO ATTN OF: Robert Gordon, Director
Business Management Division
Brookhaven Site Office

SUBJECT: DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) FOR MR. JOHN RAMPE, SPECIFIC TO ENVIRONMENTAL REMEDIATION WORK AT BROOKHAVEN NATIONAL LABORATORY UNDER CONTRACT NO. DE-AC02-98CH10886

TO: John Rampe
Program Manager
Office of Environmental Management
Brookhaven Site Office

Pursuant to and in accordance with DEAR 942.270-1 and the clause I.102 of subject contract entitled "DEAR 952.242-70 Technical Direction (DEC 2000)," you are designated to act as the COR in relation to the services to be provided under subject contract. In the event it becomes necessary to designate an alternate COR, an individual should be selected and identified to this office as soon as possible. The name of the alternate COR will be furnished to the Contactor in official correspondence from the Contracting Officer.

The responsibilities of the COR grow out of the provisions of the subject contract and Department of Energy Acquisition Regulation (DEAR) 952.242-70. Your duties consist of the following:

a. Monitor Technical Compliance Ensure that the Contractor complies with all technical requirements of the work defined in the scope of work, either included in or attached to the contract, including reports, documentation, data, etc. In this connection you should:

(1) Inform the Contracting Officer in writing of any performance failure by the contactor.

(2) Inform the Contracting Officer if you foresee that the contract will not be completed according to schedule. Written notice should include recommendations for remedial action.

(3) Ensure that the Government meets its contract obligations to the Contractor. This includes, but is not limited to; Government-furnished equipment and services called for in the contract, and timely Government comment on or approval of draft contract deliverables as may be required by the contract.

(4) Inform the Contracting Officer in writing of any needed changes in the narrative scope of work and performance measures described in the contract, either those originated by the COR or by the Contractor.

(5) Issue technical directions in accordance with the Technical Direction clause, if any, contained in the contract.

b. Monitor the Technical, Administrative and Funds Aspects

(1) Notify the Contracting Officer immediately of any indication that the cost to the Government, for completing performance under the contract, will exceed the amount stated in the contract.

(2) Report any indication that costs are being incurred which are not appropriately chargeable to this contract.

(3) Submit a quarterly report to the Contracting Officer verifying status of the performance in accordance with the contract measures and identifying any problems which might exist (e.g., cost overruns, performance problems, etc.)

c. Approve Baseline Changes

(1) Approve Field Level (Level 2) Baseline Changes authorizing use of contingency, schedule adjustments within the overall completion date and Government Furnished Items (GFSI) identified in the Brookhaven Environmental Management Completion Project Baseline. Contracting Officer concurrence is required for changes to GFSI.

(2) Coordinate approval of Headquarters (Level 1) Baseline Changes with the Office of Environmental Management and provide final approval to Contractor.

d. Property Management Upon the Contracting Officer's request:

(1) Review and comment on the Contractor's request for Government-furnished facilities, supplies, materials, and equipment, and forward the request to the Contracting Officer for disposition.

e. Resolve Technical Differences Assist the Contractor in interpreting technical requirements of the subject contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the incurrence of unresolvable difference should be reported in writing to the Contracting Officer. Such report should contain the facts and recommendations pertinent to the questions at issue.

f. Assist in the Closeout of the Contract Upon completion of the work:

(1) Forward to the Contracting Officer a written statement attesting to the Contractor's completion of technical performance under the contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the Contractor's performance under the contract.

(2) Forward to the Contracting Officer all records and documents pertinent to the administration of the contract which were retained by the COR during the period of contract performance.

In connection with the performance of all the above, the COR is NOT:

(a) Authorized to negotiate terms or make any agreements or commitments with the Contractor which modify the terms and conditions or the scope of the work contained in the contract, nor

(b) Authorized to direct, redirect or assign work outside of the Statement of Work or constitutes a change as defined in the "Changes" clause.

(c) Authorized in any manner to cause an increase or decrease in the total estimated contract price, the fixed fee (if any), or the time required for contract performance, nor

(d) Authorized to interfere with the Contractor's right to perform under the terms and conditions of the contract.

Your authority and responsibilities as COR are individually delegated to you. Limited authority may be delegated by you to appropriately trained Task Managers; however the ultimate responsibility for all contractual management and administration shall remain with you. If you are absent or otherwise not available, the only other persons who may perform non-delegated COR functions are the duly appointed alternate COR or a Contracting Officer. No one is authorized to sign a technical direction letter for you, nor can anyone "Acting" in your official duty position assume the COR authority.

If you have any questions regarding the contract or your responsibilities as a COR, please contact me at extension 3346.

cc: J. Craig, EMCBC
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ACKNOWLEDGEMENT - (Sign and return original; retain copy)

John Rampe
Contracting Officer Representative