



Department of Energy
National Nuclear Security Administration
Washington, DC 20585

July 28, 2003

The Honorable John T. Conway
Chairman
Defense Nuclear Facilities Safety Board
625 Indiana Avenue, NW.
Suite 700
Washington, D.C. 20004

Dear Mr. Chairman:

The purpose of this letter is to augment information submitted in response to Commitment 4.4.1 in the Implementation Plan for the Defense Nuclear Facility Safety Board (DNFSB) Recommendation 2002-2, "U.S. Department of Energy Plan to Address and Resolve Weapons Laboratory Support of Defense Nuclear Complex."

On June 30, 2003, I submitted to the National Nuclear Security Administration (NNSA) Contracting Officer Representative's (COR) nominating letters for Directed Stockpile Work (DSW) and to the national laboratory site office COR appointment letters, per Commitment 4.4.1 of the DNFSB Recommendation 2002-2. The letters outline COR responsibilities and authorities in relation to business conducted at the laboratory. Authorities include, but are not exclusive to, providing program direction, initiating timely work authorizations, and performing oversight activities for DSW maintenance and research and development (R&D); weapon R&D associated with safety; Seamless Safety-21; laboratory weapons response; the Integrated Weapons Activity Plan; pit manufacturing and certification, science and engineering campaigns; and readiness in technical base facilities program readiness. Contracting officers will ensure laboratory support requirements related to safety of operations of the defense nuclear weapons complex are tracked and met within the current resources of the contract.

Enclosed are the COR letters from the Managers of the Sandia Site Office, Los Alamos Site Office, and Livermore Site Office, to designated individuals on their staff who will be responsible for overseeing DSW-related work at the respective national laboratories.



We plan to address Commitment 4.4.3 in an NNSA briefing to the DNFSB scheduled for August 20, 2003.

If you questions, please call me at 202-586-1730.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Schoenbauer', with a long horizontal flourish extending to the right.

M. Schoenbauer
Director
Office of Nuclear Weapons Stockpile
Defense Programs

3 Enclosures

cc:

M. Whitaker, DR-1



Department of Energy
National Nuclear Security Administration
Sandia Site Office
Albuquerque, NM 87185-5400
JUN 30 2003

MEMORANDUM FOR: DANIEL PELLEGRINO, ASSISTANT MANAGER,
DEFENSE PROGRAMS & QUALITY ASSURANCE

FROM: KAREN L. BOARDMAN
MANAGER
SANDIA SITE OFFICE

Handwritten signature of Karen L. Boardman in black ink.

SUBJECT: APPOINTMENT OF CONTRACTING OFFICER
REPRESENTATIVE FOR CONTRACT
NO. DE-AC04-94AL85000 WITH
SANDIA CORPORATION

Pursuant to and in accordance with NNSA Policy Letter BOP.003.0302, Appointment of Contracting Officer's Representatives (COR) for NNSA Management and Operating Contracts, and the contract clause entitled "Performance Direction," you are hereby appointed to act as the Contracting Officer's Representative (COR) in relation to the services provided to the Government by the contractor in performance of work under the subject contract.

Your COR appointment authority is limited to:

Providing program direction, initiating timely work authorizations, and performing oversight activities as Program Liaison for Directed Stockpile Work (DSW); Engineering and Readiness Campaigns, Readiness in Technical Base and Facilities (RTBF); Readiness in Technical Base and Facilities (RTBF); Integrated Weapons Activity Plan (IWAP); and all aspects of Quality Assurance for the subject contract.

NEITHER THIS APPOINTMENT NOR ANY COR RESPONSIBILITIES MAY BE REDELEGATED TO OTHERS.

The terms and conditions of this appointment are as follows:

1. Perform contract oversight activities and other functions under your purview associated with performance not involving a change in scope, cost, terms, or conditions of the contract. Any corrective action as a result of oversight activities or other performance awareness shall be provided to and discussed with the Site Office Manager. The Site Office Manager will issue the corrective action request to the contractor. In this regard, you should ensure that you are familiar with the requirements of the contract and your functional responsibilities relative to the contractual requirements.
2. Ensure that the contractor complies with all requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. In this connection, you shall:

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- a. Review and provide all work authorization (WAs) documents to the Sandia Site Office Contracting Officer (SSO-CO) for approval.
- b. Inform the SSO-CO, in writing, of any performance failure by the contractor.
- c. Inform the SSO-CO if you foresee that the contract or any Work Authorization will not be completed according to schedule, and/or estimated cost. Your written notice should include your recommendations for resolving the schedule problem, and/or revising the estimated cost.
- d. Notify the SSO-CO of competing requirements or priorities, which are not resolved at your level including, but not limited to, those requirements affecting safety-related support to the nuclear weapons complex.
- e. 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 contract deliverables as may be required by the contract.
- f. Issue written performance direction within the limitations set forth in this appointment and in accordance with the Performance Direction clause of the contract. A copy of all performance direction sent to the contractor shall be provided to the SSO-CO. Any disagreement in the performance direction shall be brought to the SSO-CO for resolution.
- g. Assist the contractor in interpreting the requirements of the contract. You are to immediately report to the SSO-CO, in writing, all issues that cannot be resolved without increasing costs or changing the contract, and any issue that cannot be mutually agreed to so that the SSO-CO can take action to resolve. Such reports must include the facts pertinent to the issue and the recommended action.
- h. Review, inspect, and accept or decline all authorized deliverables within the scope of your appointment. You are to immediately report to the SSO-CO any unauthorized deliverables that are outside your scope of appointment so that the SSO-CO can take appropriate action.

Assist the SSO-CO in the development of the annual Performance Evaluation Plan (PEP) by providing timely performance expectations.

- j. Provide timely evaluation input to the SSO-CO for assessing contractor performance in the development of the Performance Evaluation Report (PER) in every phase. This includes obtaining, coordinating, and consolidating feedback and input from all site offices, internal personnel, and other federal organizations, as applicable.
- k. Inform the SSO-CO of any potential or evidence of real or perceived organizational conflicts of interest (OCI) matters or employee ethics or integrity issues.

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Provide a written statement to the SSO-CO attesting to the contractor's completion of performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated. Provide any required closeout information to the SSO-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 contract performance period.

- m. Prepare a written record of meetings, trips, and telephone conversations relating to your COR actions under the subject contract. Each record and all correspondence relating to your appointment for this contract should cite the contract number, date, time, and location, as necessary to be a complete record. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be accessible to or furnished to the SSO-CO, upon request, and other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data and classified and business-sensitive information.

In performing these responsibilities, you are **not** authorized to re-delegate any COR authority and responsibility to others or 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 SSO-CO is authorized to modify any term or condition of the contract, waive any requirement of the contract, or approve costs incurred or make determinations of cost allowability.

This COR appointment may be revoked at anytime for failure to perform within the appointment limitations and terms and conditions detailed in paragraphs 1 and 2 above.

This appointment and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned to the contract, or this delegation is rescinded in writing, or the contract is completed. You are to immediately notify the SSO-CO, in writing, of any reassignment from this contract or termination of employment from the Department.

Please acknowledge acceptance of the COR appointment and return one copy to JoAnn Wright, SSO Contract Administration and Business Management Office.

ACCEPTANCE OF APPOINTMENT

I hereby accept the responsibility to perform the functions delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Typed or Printed Name of Appointed COR: DANIEL PELLEGRINO

Signature of COR: Dan Pellegrino Date: 6/30/03

cc:
G. Zura, SNL/MS-0180
NNSA Service Center/Office of Business Services/MSS



Department of Energy
National Nuclear Security Administration
Livermore Site Office
PO Box 808, L-293
7000 East Avenue
Livermore, California 94551-0808

FEB 11 2003

MEMORANDUM FOR RICHARD W. MORTENSEN, DIRECTOR
NATIONAL SECURITY IMPLEMENTATION DIVISION
LIVERMORE SITE OFFICE

FROM: RONNA PROMANI *Ronna Promani*
CONTRACTING OFFICER
LIVERMORE SITE OFFICE

SUBJECT: Appointment of Contracting Officer Representative for
Contract W-7405-ENG-48, the Regents of the University of
California, Lawrence Livermore National Laboratory

Pursuant to and in accordance with NNSA Policy Letter BOP.003.0302, Appointment of Contracting Officer's Representatives (COR) for NNSA Management and Operating Contracts, and the contract clause entitled "Performance Direction," you are hereby appointed to act as the Contracting Officer's Representative (COR) in relation to the services provided by the Government to the Contractor for performance of work under the subject contract.

Your COR appointment authority is limited to:

- Execute timely work authorizations for all NNSA and Non-NNSA programs for subject contract except Environmental Programs and NIF Projects and Programs; and
- Limited authority to verbally authorize Lawrence Livermore National Laboratory personnel to proceed with work, on an interim basis, for federal and non-federal Work for Others (WFO), in emergency situations, provided that written assurance is obtained from the WFO Sponsor that funds are available. The "emergency situations" covered by this delegation are those within the definitions in the DOE Accounting Handbook, Chapter 13, paragraph 2b(3), and include those involving Homeland Security, counter-terrorism, and critical war-fighting efforts associated with the "war-on-terrorism" where an immediate threat exists, and time is a critical factor to the success of the operation.

NEITHER THIS APPOINTMENT NOR ANY COR RESPONSIBILITIES MAY BE
REDELEGATED TO OTHERS.

The terms and conditions of this appointment are as follows:

1. Perform contract oversight activities and other functions under your purview associated with performance not involving a change in scope, cost, terms, or conditions of the contract. In this regard, you should ensure that you are familiar with the requirements of the contract and your functional responsibilities relative to the contractual requirements.
2. Ensure that the contractor complies with all requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. In this connection, you shall:
 - a. Inform the Livermore Site Office Contracting Officer (LSO-CO), in writing, of any performance failure by the contractor.
 - b. Inform the LSO-CO if you foresee that the contract or any Work Authorization will not be completed according to schedule, and/or estimated cost. Your written notice should include your recommendations for resolving the schedule problem, and/or revising the estimated cost.
 - c. 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 contract deliverables as may be required by the contract.
 - d. Issue written direction within the limitations set forth in this appointment and in accordance with the Performance Direction clause of the contract. A copy of all direction sent to the contractor shall be provided to the LSO-CO.
 - e. Assist the contractor in interpreting the requirements of the contract. You are to immediately report to the LSO-CO, in writing, all issues that cannot be resolved without increasing costs or changing the contract, and any issue that cannot be mutually agreed to so that the LSO-CO can take action to resolve. Such reports must include the facts pertinent to the issue and the recommended action.
 - f. Review, inspect, and accept or decline all authorized deliverables within the scope of your appointment. You are to immediately report to the LSO-CO any unauthorized deliverables that are outside your scope of appointment so that the LSO-CO can take appropriate action.
 - g. Assist in the development of the annual Performance Evaluation Plan (PEP) and provide evaluation input for assessing contractor performance in the development of the Performance Evaluation Report (PER).

- h. Inform the LSO-CO of any potential or evidence of real or perceived organizational conflicts of interest (OCI) matters or employee ethics or integrity issues.
- i. Provide a written statement to the LSO-CO attesting to the contractor's completion of performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated. Provide any required closeout information to the LSO-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 contract performance period.
- j. Prepare a written record of meetings, trips, and telephone conversations relating to your COR actions under the subject contract. Each record and all correspondence relating to your appointment for this contract should cite the contract number, date, time, and location, as necessary to be a complete record. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be accessible to or furnished to the LSO-CO, upon request, and other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data and classified and business-sensitive information.

In performing these responsibilities, you are **not** authorized to re-delegate any COR authority and responsibility to others or 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 LSO-CO is authorized to modify any term or condition of the contract, waive any requirement of the contract, or approve costs incurred or make determinations of cost allowability.

This appointment and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned to the contract, or this delegation is rescinded in writing, or the contract is completed. You are to immediately notify the LSO-CO, in writing, of any reassignment from this contract or termination of employment from the department.

Please acknowledge acceptance of the COR appointment and return one copy to the LSO-CO identified below.

ACCEPTANCE OF APPOINTMENT

I hereby accept the responsibility to perform the functions delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Name of Appointed COR: Richard W. Mortensen

Signature of COR:  Date: 2/13/03

Mr. R. Mortensen

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cc:

M. Anastasio, LLNL

G. Mara, LLNL

B. Darling, VPLM

H.034 PERFORMANCE DIRECTION

- (a) The Contractor is responsible for the management, integration, and operation of the site in accordance with the terms and conditions of the contract, duly issued Work Authorizations (WAs), and written guidance provided by the Contracting Officer and the Contracting Officer's Representative (COR). NNSA is responsible for establishing the work to be accomplished, the applicable standards and requirements to be met, and overseeing the work of the Contractor. The Contractor will use its expertise and ingenuity in contract performance and in making choices among acceptable alternatives to most effectively and efficiently accomplish the work called for by this contract.
- (b) Only the Contracting Officer may assign, modify, and priority rank WAs.
- (c)
 - (1) The Contracting Officer and the NNSA Administrator will designate, in writing, specific NNSA employees as CORs with the authority to issue Performance Direction to the Contractor. CORs are authorized to act within the limits of their delegation letter. A copy of each letter will be provided to the Contractor. COR functions include technical monitoring, inspection, and other functions of a technical nature not involving a change in the scope, cost, or terms and conditions of the contract.
 - (2) The Contractor must comply with written performance directions that are signed by the COR and:
 - (i) Redirect the Contract effort, shift work emphasis within a work area or a WA, require pursuit of certain lines of inquiry, further define or otherwise serve to accomplish the Statement of Work (SOW), or
 - (ii) Provide information that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Performance Direction does not:
 - (i) Authorize the Contractor to exceed the funds obligated on the Contract;
 - (ii) Authorize any increased cost or delay in delivery in a WA;
 - (iii) Entitle the Contractor to, an increase in fee; or
 - (iv) Change any of the terms or conditions of the contract.
- (d)
 - (1) The Contractor shall accept only Performance Direction that is provided in writing by a COR, and that is within the SOW and a WA.

- (2) The COR is authorized to review and approve technical reports, drawings, specifications, and technical information delivered by the Contractor.
- (e) (1) The Contractor shall promptly comply with each duly issued Performance Direction unless the Contractor reasonably believes that the Performance Direction violates this clause. If the Contractor believes the Performance Direction violates this clause, the Contractor shall suspend implementation of the Performance Direction and promptly notify the Contracting Officer of its reasons for believing that the Performance Direction violates this clause. The Contractor shall confirm these reasons in writing to the Contracting Officer within five workdays from receipt of the Performance Direction.
- (2) The Contracting Officer will determine if the Performance Direction is within the SOW and WA. This determination shall be issued in writing and the Contractor shall promptly comply with the Contracting Officer's direction. If it is not within the SOW or WA, the Contracting Officer may issue a change order pursuant to the Changes clause.
- (f) The parties agree to maintain full and open communication at all times, and on all issues affecting contract performance, during the term of this contract.

memorandum

DATE: JAN 27 2003

REPLY TO
ATTN OF:
SUBJECT:

LASO

Appointment of Contracting Officer Representative for Contract No. W-7405-ENG-36
with the University of CaliforniaTO: Joseph C. Vozella, Office of Environment
Eugene T. Rodriguez, Office of Program Liaison
Herman C. Le-Doux, Office of Project Management

Pursuant to and in accordance with NNSA Policy Letter BOP.003.0302, *Appointment of Contracting Officer Representatives*, for NNSA Management and Operating Contracts, and the proposed Contract Clause entitled "Performance Direction", you are hereby appointed to act as the Contracting Officer's Representative (COR) in relation to the services provided to the Government by the contractor in performance of work under Contract No. W-7405-ENG-36 for the following functional area(s):

Functional Area	Contracting Officer's Representative (COR)
Environment, Safety, and Health	Joseph C. Vozella
Program Liaison including Quality Assurance, Nuclear Materials Management, RTBF Readiness, Pit Manufacturing, Waste Management, Weapons Program, Nuclear Non-Proliferation Program	Eugene T. Rodriguez
Project Management including Environmental Restoration	Herman C. Le-Doux

This appointment pertains to contract oversight activities and other functions under your purview associated with performance not involving a change in scope, cost, terms, or conditions of the contract. In this regard, you should ensure that you are familiar with the requirements of the contract and your functional responsibilities relative to the contractual requirements. Neither this appointment nor any COR responsibilities may be re-delegated to others.

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. In this connection, you shall:

- a. Inform the Contracting Officer (CO), in writing, of any performance failure by the contractor.
- b. Inform the CO if you foresee that the contract or any Work Authorization will not be completed according to schedule, and or estimated cost. Your written notice should include your recommendations for resolving the schedule problem, and or revising the estimated cost.

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- c. 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 contract deliverables as may be required by the contract.
- d. Issue written technical direction within the limitations set forth in this appointment and in accordance with the Performance Direction clause of the contract. A copy of all technical direction sent to the contractor shall be provided to the CO.
- e. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues that 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.
- f. Inspect and accept all deliverables within the scope of your appointment. Review contract deliverables for unauthorized work.
- g. Assist in the development of the annual performance measures that will be included in the Performance Evaluation and Measurement Plan (PEMP) and provide input into the Performance Evaluation Report (PER) for assessing contractor performance.
- h. Inform the CO of any potential or evidence of real or perceived organizational conflict of interest (OCI) matters or employee ethics or integrity issues.
- i. Upon contract completion, 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. 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.

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, date, time, and location, as necessary to be a complete record. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be accessible to or furnished to the CO upon request and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data and classified and business-sensitive information.

In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others or 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, waive any requirement of the contract, or approve costs incurred or make determinations of cost allowability.

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This appointment and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned to the contract, this delegation is rescinded in writing, or the contract is completed.

Please acknowledge acceptance of the COR appointment and return one copy to the CO identified below.



E. Dennis Martinez
Contracting Officer
Los Alamos Site Office



Ralph E. Erickson
Manager
Los Alamos Site Office

ACCEPTANCE OF APPOINTMENT

I hereby accept the responsibility to perform the functions delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Typed or Printed Name of Appointed COR: Eugene T. Rodriguez

Signature of COR: Eugene T. Rodriguez Date: 1/27/03