



Department of Energy
National Nuclear Security Administration
Washington, DC 20585

April 13, 2004

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DNF SAFETY BOARD

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

Dear Mr. Chairman:

In the Department of Energy's (DOE) Implementation Plan (IP) for Defense Nuclear Facilities Safety Board Recommendation 2002-2, the National Nuclear Security Administration (NNSA) committed to replacing DOE Order 5600.1 with a NNSA policy letter. Subsequent to issuing this IP, the Department determined it is appropriate to both retain and update DOE Order 5600.1 and issue a policy letter. The draft policy reiterates the nuclear weapons program (NWP) continues to remain the top priority within DOE and other DOE programs do not adversely impact this work.

The DOE Order 5600.1 was issued in 1979. The revision, (draft DOE Order 452.X, Management of the DOE Nuclear Weapons Complex), will reflect the many changes that have affected NWP management and administration and NWP core competencies and expertise at Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Sandia National Laboratories. This update will also address legislative provision P.L. 107-296 paragraph 309 (a)(2) that specifically allows the Department of Homeland Security (DHS) to have unrestricted, direct access to the scientific and technical expertise of the national laboratories. The DHS and NNSA established a Memorandum of Agreement to perform work on a non-interference basis to ensure this access does not impede on the safety, security, and reliability of the nuclear weapons stockpile, or the nuclear weapons complex staff to maintain and carry out this mission effectively.

The NNSA also agreed to locate contracting officers at each NNSA site office and issue contracting officer representative (COR) letters to each individual designated to oversee laboratory work. These COR letters were submitted to the Board as a deliverable under the 2002-2 IP. They are being updated to more accurately reflect COR responsibilities for safety. The enclosed NNSA Livermore Site Office COR letter reflects these changes. The NNSA Sandia Site Office and Los Alamos Site Office COR letters are under review and will be forward to the Board upon completion of their update.



We expect to issue the NNSA policy statement in June 2004 and the revised DOE Order 452.X, Management of the DOE Nuclear Weapons Complex in September 2004. If you should have any questions, I may be reached at (202) 586-1730.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Schoenbauer". The signature is fluid and cursive, with a long horizontal stroke at the end.

M. Schoenbauer
Director, Office of Nuclear
Weapons Stockpile
Defense Programs

Enclosure

cc:

D. Beck, NA-12

T. D'Agostino, NA-13

E. Morrow, NA-1

M. Whitaker, DR-1

K. Davis, DR-1



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



MAR 15 2004

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DNF SAFETY BOARD

MEMORANDUM FOR MICHAEL P. SOHN
WEAPONS PROGRAM MANGER

FROM:

Ronna Promani
RONNA PROMANI
CONTRACTING OFFICER

SUBJECT: Appointment of Contracting Officer Representative for Contract
W-7405-ENG-48 with The Regents of the University of California
for 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 COR by the Government to the Contractor for performance of work under the subject contract.

Your COR appointment authority is limited to:

- Providing program direction for the Directed Stockpile Work Program for the subject contract, and
- Performing oversight activities for the Directed Stockpile Work Program 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. Perform oversight to assure that the needs of the laboratory and the complex for support are appropriately tracked and met. Ensure that the contractor's processes are in place including appropriate systems for tracking potential safety issues to closure, are functioning, and that the results are disseminated to any other potentially affected site in the complex. 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:
 - a. Inform the 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. Serve as arbiter, with direction from the appointed HQ COR for Directed Stockpile Maintenance of conflicts regarding competition for contractor resources needed to support safety in the nuclear weapon complex that are not resolved by the contractor to the mutual satisfaction of the stakeholders. Determine appropriate prioritization affecting allocation of resources for such conflicts even though the issue being addressed may fall below the level of a contract milestone or deliverable. Notify the 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. 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 LSO-CO. Any disagreement in the performance direction shall be brought to the LSO-CO for resolution.
 - f. 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 may take action to resolve. Such reports must include the facts pertinent to the issue and the recommended action.

- g. 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.
- h. Assist the LSO-CO 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).
- i. 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.
- j. 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.
- k. 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 an agreements or commitments with contractor that involve a change in the scope, price/cost, terms, or conditions of the contract. Only LSO-CO is authorized to modify any term or condition of the contract, waive any requirements of the contract, or approve costs incurred or make determinations of cost allowability.

Mr. M. Sohn

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This COR appointment may be revoked at any time 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 LSO-CO, in writing, of any reassignment from this contract or termination of employment from the Department.

All COR correspondence shall be emailed to ronna.promani@oak.doe.gov, faxed to 925-423-7668, or mailed to:

Mrs. Ronna Promani
Contracting Officer
U.S. Department of Energy/NNSA
Livermore Site Office, M/S L-293
7000 East Avenue
Livermore, CA 94550

Mrs. Promani may be contacted at 925-423-8050 for any questions.

Please acknowledge acceptance of this COR appointment and return a copy to Mrs. Promani at the address above.

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: MICHAEL P. SOHN

Signature of COR: Michael P Sohn Date: 3/15/04

cc:
M. Anastasio, LLNL
G. Mara, LLNL
R. Foley, VPLM