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DEPARTMENT OF THE ARMY



US ARMY ELECTRONICS RESEARCH AND DEVELOPMENT COMMAND

US ARMY ELECTRONIC WARFARE LABORATORY

INTELLIGENCE MATERIEL DEVELOPMENT AND SUPPORT OFFICE

FORT GEORGE G. MEADE, MARYLAND 20755

DELEW-I-L

NOV 67 1983

SUBJECT: Designation of Contracting Officer's Representative, IMDSO Letter Order # 18

Lieutenant Colonel Brian Buzby SSPD, SSD, 902d MI Gp Fort Meade, MD 20755

- 1. You are hereby designated the authorized representative of the Contracting Officer for subject contract for professional technical scientific training, investigation and analysis.
- a. This designation is made under the provisions of Army Procurement Procedure 1-406.50 as implemented by FGGM Regulation 715-1 and empowers you to take the following actions when lawfully authorized and not specifically prohibited by the terms of the contract. Your responsibilities cannot be redelegated.
- b. You are responsible to and under the technical supervision of the Contracting Officer (or his successor) issuing this designation.
- c. You are responsible for all your acts and those of your representatives when performing within the authority granted in this letter under applicable laws and regulations.
- d. This designation is effective as of the date indicated above and shall remain in effect for the term of the contract, unless sooner terminated in writing.
- e. Should this designation order be indicated as "Alternate" (see subject above), your authority may be exercised only in the absence from duty (leave, illness, TDY, etc.) of the principal Contracting Officer's Representative.
- 2. LIMITATIONS AND REQUIREMENTS: Your appointment is subject to all of the following limitations and requirements. You will assure that:
- a. Your performance is in accordance with Contracting Officer's Representative instructions contained in this letter.

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- b. The contractor conforms with all terms and conditions of the contract.
- c. Contractor drawings and technical submittals, if applicable, are reviewed for technical compliance and two of each shop drawing and technical submittal will be forwarded promptly to the Contracting Officer for approval.
 - d. Requirements are enforced.
- e. Your administration of this contract is strictly in accordance with the terms and conditions of the contract and such other instructions as are issued in writing by the Contracting Officer.
- f. The Contracting Officer is kept informed at all times concerning proposed contract modifications and other contractual matters.
- g. Timely inspection (in-process and final) of the contractor's performance is effected and reports as may be required are submitted to the Contracting Officer.
- h. Instructions are issued to the Contractor (short of a decision under the Termination for "Default" and the "Disputes" clauses) to obtain compliance with all terms, conditions and other requirements of the contract.
- i. Investigations are conducted and reports rendered to Contracting Officer relative to all problems that may arise with respect to the contract which cannot be resolved within the authority contained in this letter.
- 3. Expressly excluded from your authority under this designation, and reserved for action by the Contracting Officer, are the following:
- a. Negotiation, initiation or execution of any oral or written change order or supplemental agreement, modifying any of the terms and conditions, drawings, or specifications of the contract.
- b. Taking of any action under any contract clause except as specifically authorized in this letter and supplemental instructions.
- c. Rendering of a decision to the Contractor on any dispute concerning a question of fact or law under the contract "Disputes" clause.
- d. Assessment of liquidated or actual damages, except those specifically provided for in the contract and approved in writing by the Contracting Officer.
- e. Taking of any other action with respect to administration of this contract other than those specifically delineated in this letter.
- f. Any question concerning the authority delegated herein will be referred to the Contracting Officer for advice.

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4. In all procurement and related functions, emphasis will be placed on protection of the Government's interests and the avoidance of any acts which could compromise the Government or the individual or impair public confidence in the integrity of the Government in its relations with industry. You are required to read AR 600-50 and Appendix A of AR 37-20, prepare a written certificate to this effect, and retain such certificate in your files subject to inspection at all times.

5. TERMINATION AND RELIEF FROM APPOINTMENT:

Relief from responsibility under this designation must be obtained in writing from the undersigned Contracting Officer and will not be automatic, regardless of organizational changes, individual transfer of assignment or other changes. You will request any relief in writing from the Contracting Officer in advance of the time such relief will be needed or immediately upon the occurrence of any emergency which will prevent you from performing the duties of Contracting Officer's Representative.

JAMES C. BROWNLOW Logistics Manager

*Receipt acknowledged

Date: 7 /000

DISTRIBUTION:

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1 ea - Contractor (Return to Office of Logistics Management, IMDSO, Fort Meade, Maryland, with acknowledgement of receipt)

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