

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports, and other documents submitted under this contract, shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE), Savannah River Operations Office (SR), Contracting Officer's Representative (COR), with an information copy to the CO. Technical correspondence pertains to issues relating to work effort of the contract (i.e., requests for interpretation of contractual requirements for performance) or requests for approval of reports, drawings, or other work products.
- (b) Patents/Technical Data Correspondence. The Savannah River Operations Office, Office of Chief Counsel, ATTN: Patent Counsel, P. O. Box A, Aiken, SC 29802, is hereby designated to represent the CO in administering the Patent Clauses in this contract. The Patent Counsel is the Contractor's focal point for items concerning patent and technical data issues. The CO and COR shall be copied on all correspondence related to patents and technical data.
- (c) DOE Property Manager. The DOE Property Manager identified for this contract is provided below. The Contractor may use the Property Manager as a point of contact for guidance and assistance involving property requirements. The CO shall be contacted for any matter which involves a proposed change in any of the expressed terms and conditions of the contract:

Savannah River Operations Office
DOE Property Manager
P. O. Box A
Aiken, SC 29802.

- (d) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR and the Manager, SR.
- (e) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. " _____ " (Insert subject topic after contract number, e.g., "Request for Subcontract Consent.")

- (f) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will be submitted to DOE electronically, but shall also be available in paper copy, upon request, by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on Compact Disk. Electronic data shall be available within five days of the DOE request.

G.2 CONTRACT ADMINISTRATION

- (a) The correspondence address of the U.S. Department of Energy (DOE) Contracting Officer is:

U.S. Department of Energy
Savannah River Operations Office
Attn: Contracting Officer
P. O. Box A
Aiken, SC 29802

Changes to the CO or the address may be accomplished by written notification from the CO to the Contractor, without a formal contract modification.

- (b) Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) (COR) in accordance with the Section G Clause entitled, *DEAR 952.242-70, Technical Direction (DEC 2000)*. Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with Section G Clause entitled, *DEAR 952.242-70, Technical Direction (DEC 2000)*.
- (c) The designated paying office for direct payment invoices under the Contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center

200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

The payment method for this contract allows the advance of Government funds by use of a Letter of Credit (payments cleared financing arrangement) through a special financial institution account. The Contractor may elect to withdraw Government funds from a Special Financial Institution Account based on the conditions stated herein: (1) withdrawals are limited to a monthly basis only and at the same time that a certified invoice is submitted to the Government for payments of allowable costs, and withdrawal amount shall not exceed the amount of the certified invoice, (2) withdrawals for provisional fee, if authorized by the Contracting Officer, as provided for in Clause B.2 (h), Estimated Cost and Award Fee, (3) withdrawals for semi-annual fee when approved by the CO in accordance with Clause G.7 (b), Submission of Invoices, and (4) in accordance with Clauses G.7, Submission of Invoices, H.19, Special Financial Institution Account Agreement, and H.47, Payments and Advances. All such withdrawals shall be considered provisional until cost incurred audits are performed and/or the CO makes a determination of cost allowability in accordance with other provisions of the contract.

G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the CO) that may give technical direction in accordance with the Section G clause entitled DEAR 952.242-70, "Technical Direction." The Contractor shall use the COR as the primary point of contact on technical correspondence (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section G, DEAR 952.242-70, "Technical Direction."

G.4 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE COR. The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
 - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

- (b) The contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the SOW;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.5 CONTRACTOR’S POINT OF CONTACT

The Contractor shall identify to the SR CO the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

G.6 CONTRACTOR PAYMENT ADDRESS

If the contractor’s payment address is different from the contractor’s address specified on Standard Form 33, then provide it in the following space:

- Name:
- Address:
- City/State:
- Phone Number:
- Electronic Address:
- POC:

G.7 SUBMISSION OF INVOICES

- (a) Cost Invoices. DOE will make payments to the Contractor as described in Section G.2, “Contract Administration.” All such payments shall be considered provisional until approved by the CO and a cost incurred audit is performed. The Contractor shall submit monthly cost invoices, with supporting documentation, in accordance with FAR Clause 52.216-7, “Allowable Cost and Payment.” The Contractor shall submit Cost Performance Reports (CPR) on a monthly basis. The CPR period must match the preceding invoices and must be received by DOE by the fifth working day of the following month.
- (b) Fee Invoices. The Contractor may submit invoices for semi-annual fee payments following receipt of the CO’s consent to submit the invoice. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments. Unless the CO elects to do otherwise, and as set forth below and elsewhere in this contract, fee payments will be made semi-annually, within thirty business days after the Contractor submits an acceptable invoice.
- (c) Any basis for invoice withholding or reduction that is discovered after acceptance will be corrected on subsequent invoices. If DOE discovers such defects, the CO will notify the individual listed in Section G.9, “Defective or Improper Invoices,” in writing. The CO’s written notification will explain the nature of the basis for withholding or reduction, as well as specify the dollar amount of the withholding or reduction. If there is no response from the contractor within seven calendar days to reconcile the defect, the CO shall withhold from the subsequent invoice the associated cost of the defect plus applicable interest.

- (d) Nothing in this provision shall affect the rights of either DOE or the Contractor under the FAR Clause 52.232-25, "Prompt Payment" clause of this contract. DOE is not limited to seven days to notify the contractor of a defective invoice, and may notify and/or initiate withholding, or reduction until final payment to the Contractor.

G.8 SPECIAL PROMPT PAYMENT PROVISIONS

- (a) Any time before final payment, the CO may have the contractor's invoices or vouchers and statements of cost audited. Any payment to the Contractor may be:
 - (1) Reduced by amounts found by the CO not to constitute allowable costs, or
 - (2) Adjusted for prior overpayments or underpayments.
- (b) The contractor may expect that invoice review, as set forth in FAR 32.9 Prompt Payment, will be performed in the 30 business-day period succeeding invoice submission. Normally corrections will be seen on the invoice following the one in which adjustments are made. DOE's rights shall remain and are not limited to that initial 30 business day period.

G.9 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

(To Be Inserted by Offeror)