

PART I SECTION G

CONTRACT ADMINISTRATION DATA

Part I Section G

Contract Administration Data

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G.1 (b) Updated by Mod M083 & M111

G.6 Updated by Modification M111

G.8 & 9 Added by Modification 156

Part I Section G

Contract Administration Data

G.1 Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)

- (a) The Manager, U.S. Department of Energy, Idaho Operations Office, is designated as the HCA for this Contract.
- (b) The primary CO for this Contract is Suzette M. Olson. When necessary, other DOE COs may act within the authority delegated to them to facilitate administration of this Contract.
- (c) The COR(s) for this Contract shall be designated, in writing, by the CO in accordance with paragraph (b) of the clause entitled "Technical Direction" in G.2 below.

G.2 DEAR 952.242-70 -- Technical Direction (DEC 2000)

- (a) Performance of this work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (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 Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of the 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 Statement of Work;
 - (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 directions 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 Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer 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 Contracting Officer 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.3 Correspondence Procedure

(a) Technical Correspondence

Technical correspondence shall be addressed to the COR, or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer. For the purpose of this paragraph, technical correspondence does not include correspondence where intellectual property issues are involved; correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract; and correspondence associated with approval requirements of the Contracting Officer.

(b) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with information copies of the correspondence as appropriate to the DOE Program Manager, COR, or other authorized Government representatives.

G.4 Modification Authority

Notwithstanding any of the other provisions of this Contract, a Contracting Officer is the only individual on behalf of the Government authorized to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this Contract; or
- (c) Take any action involving a change in the scope, price, terms, or conditions of this Contract.

G.5 Designation of Designated Intellectual Property Advisor

The Designated Intellectual Property Advisor designated to represent the Contracting Officer in administering the Patent and Intellectual Property Clauses in this contract is:

Deputy Chief Counsel, Intellectual Property Law Division
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439
Telephone: (630) 252-2176
Fax: (630) 252-2779

Correspondence on patent and intellectual property issues shall be directed to the above with a copy to the Contracting Officer and COR.

G.6 Contract Administration

The contract shall be administered by:

U.S. Department of Energy
Idaho Operations Office
Contract Management Division
ATTN: Suzette M. Olson
1955 Fremont Ave
Idaho Falls, Idaho 83401-1240
Telephone: (208) 526-7385
Fax: (208) 526-8789
E-mail: olsonsm@id.doe.gov

Written communication shall make reference to the contract number and shall be mailed to the above address.

G.7 Designation of Property Administrator

As required under FAR 45.104 entitled “Review and Correction of Contractors Property Control Systems” and DOE-Property Management Regulation 109-1.5202, the property administrator for this contract will be designated in writing by the Contracting Officer.

G. 8 Submission of monthly cost reports for Recovery Act Work

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

- (a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. The contractor shall submit a monthly report that separates and identifies Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

G.9 Indirect Charges

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;

- (b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;
- (c) Ensure all funds transferred by Battelle Energy Alliance, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or Battelle Energy Alliance, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.