

**PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer (CO) is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled *Contracting Officer's Representative*, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 CONTRACT ADMINISTRATION

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To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number and the task order number if applicable, the title, and the subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.

(c) Information regarding correspondence addresses and contact information for this contract and all task orders issued thereunder is as follows:

(1) Contract Specialist
(A) Name: TBD
(B) Telephone number: TBD
(C) Address:
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415-1240
(D) Email address: TBD

(2) Contracting Officer
(A) Name: Jennifer Cate Aaron Nebeker
(B) Telephone number: ~~208-526-0631~~ 208-526-4027
(C) Address:
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

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(D) Email address: eatejk@id.doe.gov nebekeas@id.doe.gov

(3) Contracting Officer's Representative

(A) Name: ~~TBD~~ [John P. Zimmerman](#)

(B) Telephone number: ~~TBD~~ [208-526-3811](tel:208-526-3811)

(C) Address:

Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

(D) Email address: ~~TBD~~ zimmerjp@id.doe.gov

Alternate Contracting Officer's Representative

(A) Name: [Richard L. Craun](#)

(B) Telephone number: [208-526-8838](tel:208-526-8838)

(C) Address:

[Idaho Operations Office](#)
[1955 Fremont Avenue](#)
[Idaho Falls, ID 83415-1240](#)

(D) Email address: craunrl@id.doe.gov

(4) Intellectual Property/Patents Counsel

(A) Name: Integrated Service Center (ISC) Chicago Office acting through the Intellectual Property Law Division of the Office of Chief Counsel

(B) Telephone number: [\(630\) 252-2308](tel:630-252-2308)

(C) Address(es):

Department of Energy
9800 South Cass Avenue,
Argonne, Illinois, 60439

And

DOE-ID Office of Chief Counsel
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

(D) Email address: TBD

The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this Contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with copies to the DOE-ID Office of Chief Counsel, CO and COR.

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- (5) Government Contract Administration Office
 - (A) Name: TBD
 - (B) Telephone number: TBD
 - (C) Address: TBD
 - (D) Email address: TBD

- (6) Property Administrator
 - (A) Idaho Organizational Property Management Officer (ID-OPMO)
 - (B) Telephone Number: TBD
 - (C) Mailing Address: TBD
 - (D) Email Address: TBD

(d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. 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 electronically. Electronic data shall be available within five days of the DOE request.

G.5 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue orders under this contract: Department of Energy Contracting Officers from the Idaho Field Office.

G.6 BILLING INSTRUCTIONS

- (a) Contractors shall submit invoices using the Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) when requesting payment for work performed under the contract.

- (b) Contractors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit invoices, attach supporting documentation and check the payment status of any invoice submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

- (c) A paper copy of an invoice that has been submitted electronically will not be accepted.

- (d) For Fixed Price CLINs 00001, 00002, 00003, 00004, and 00005, and for Fixed Price task orders issued under CLINs 00006 and 00007, the monthly invoice shall be submitted in accordance with FAR 52.232-1, *Payments (APR 1984)*. For Fixed Price CLINs 00001, 00002, and 00003, each invoice shall include the amount for the

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monthly invoicing period that reflects the total firm-fixed-price specified in Section B.3 for that particular CLIN divided by the stated number of months (quantity) corresponding to the CLIN. For fixed price CLINs 00004 and 00005, the Contractor shall invoice the Government for the total fixed price of the CLIN only upon its completion. Invoices submitted by the Contractor shall be reduced by the value of any work not performed or accepted in accordance with the Contract requirements during the invoice period. The invoice must include a complete Monthly Progress Report (see Section H.24).

The contractor may receive progress payments for CLIN 0005. The contracting officer will be the final approval for the milestone and payment schedule.

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- (e) For Time-and-Materials task orders issued under IDIQ CLINS 00006 and 00007, the invoice must include a statement of cost and supporting documentation for services rendered.. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (1) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (2) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (3) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (4) The Direct Productive Labor Hours (DPLH) incurred during the current billing period at the Fixed Unit Rates established in Section J, Attachment J-9, as needed for the performance of the requirements must be shown and the DPLH summary completed, if applicable.
 - (5) Billed amounts shall not exceed the number of hours defined for each labor category, and shall not exceed the Total T&M ceiling established for each task order.
 - (6) Payment for the DPLH provided and materials, supplies, equipment, travel, or other direct costs associated with these CLINs, if any, shall be made in accordance with FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts.
- (f) For Cost Reimbursable CLINs: 00008 and 00009, the monthly invoice shall include the actual amount paid for the purchase of replacement Government Furnished Property, including supporting documentation for the costs. The invoice may also include an indirect rate to be applied to the replacement costs, as identified in Section B.3.

When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval. No Fee will be paid for these CLINs.

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- (g) For Cost Reimbursable CLINs: 00010 and 00011, the monthly invoice shall include the actual amount paid for the pension and benefit employer costs, including supporting documentation for the costs. No Fee will be paid for these CLINs.
- (h) In accordance with FAR 52.232-25, *Prompt Payment*, The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.
- (i) Any basis for invoice withholding, adjustment, reduction or rejection which is discovered prior to payment will be discussed with the Contractor by either the CO or COR, and the payment will be approved, adjusted, or rejected, as required. If there is a withholding of costs, adjustment, reduction or rejection of the invoice, the CO will provide written notification to explain the nature of the basis for the withholding, adjustment, reduction or rejection and will specify the dollar amount of the withholding, adjustment or reduction.
- (j) Any basis for invoice withholding, adjustment, reduction or rejection which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for the withholding, adjustment or reduction, and will specify the dollar amount of the withholding, adjustment or reduction.

G.7 **DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)**

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on

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CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

G.9 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to (a)(3) of contract clause FAR 52.232-25, *Prompt Payment*, shall be deemed improper and thus defective. The Contractor shall provide the Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

Pam Stegall
Business Manager
865-483-7210
pstegall@spectratechinc.com

G.10 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the CO the official who has the authority to sign this Contract and who is also responsible for managing, administering, negotiating and executing changes or modifications to the terms and conditions of this Contract.

Robert "Bob" Milazzo, PE, PMP

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Vice President – Environmental Services
865-483-7210
bmilazzo@spectratechinc.com

G.11 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a CO shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.