

**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 (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract) shall be addressed to the Contracting Officer's Representative (COR) with an information copy of the correspondence to the Contracting Officer (CO). Technical correspondence pertains to issues relating to work effort of the Contract or requests for approval of reports, drawings or other work products.
- (b) Patents Correspondence. 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 Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO, and the COR.
- (c) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR. The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause in Section I entitled "DEAR 952.242-70 Technical Direction (DEC 2000)."
- (d) Subject Line(s). All correspondence shall contain a subject line including the contract number and the subject topic.

"SUBJECT: CONTRACT NO. DE-EMXXXXX"
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) 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 Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or 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 diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

G.2 DOE CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the CO in the technical phases of the work in accordance with the Section I clause entitled DEAR 952.242-70, "Technical Direction." A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this Contract. Changes in the Contract, including Section C, will be made only by the CO by properly written modification(s) to the Contract.

The COR(s) for the purposes of monitoring and coordinating the technical requirements of this Contract is:

[Name of Individual]

[Address]

G.3 CONTRACT ADMINISTRATION

The correspondence address of the DOE Contracting Officer (CO) is:

Name (TBD), Contracting Officer
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Dr., Suite 200
Lexington, KY 40513-0066

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

G.4 BILLING INSTRUCTIONS

(a) Contractors shall submit one monthly invoice which provides an itemization by Contract Line Item Number (CLIN) using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal) electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage.

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- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials.
 - Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time.
 - Decreasing potential errors caused by manual input.
 - Facilitating the prompt payment of invoices.
- (b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. 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 and program value level of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (c) For Firm-Fixed-Price CLINs and Firm-Fixed-Price Task Orders issued under the IDIQ CLINs, the monthly invoice shall be submitted in accordance with FAR 52.232-1, Payments (APR 1984). Invoices for Firm-Fixed-Price CLINs must include the amount for the monthly invoicing period that reflects the price specified in Section B.3 for that particular CLIN, which is the total firm-fixed-price divided by the stated quantity. Invoices for each Firm-Fixed-Price Task Order under the IDIQ CLINs must include the amount for the monthly invoicing period that reflects the price specified in the applicable Task Order. Invoices submitted by the Contractor shall be reduced by the value of any work not performed in accordance with the Contract requirements during the invoice period. The invoice must include a complete Monthly Progress Report (see Section C.2.4.1).
- (d) For Labor Hour CLINs, the monthly invoice shall include:
- (i) The direct productive labor hours incurred during the current billing period. The direct product labor hours incurred during the current billing period shall be broken down into hours worked, names of employees who incurred the cost, and specific tasks associated with the billing. A cumulative summary for direct productive labor hours expended and the associated billing amounts charged shall also be provided.
- (e) For Cost Reimbursement CLINs and Cost Reimbursement Task Orders issued under the IDIQ CLINs, the monthly invoice shall include:
- (i) A breakout by Exhibit Line Item Number (ELIN) and/or functional area of the Performance Work Statement for all services actually provided by the Contractor and authorized for payment under the payment provisions of the Contract and/or Task Order for the current billing period. All costs incurred and billed during the

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current billing period shall be adequately supported, and referenced to the specific ELIN associated with the billing.

- (ii) The invoice must include a certification statement signed by a responsible official of the Contractor.
- (f) Each monthly invoice shall include a certification signed by the responsible official of the Contractor.
- (g) 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.
- (h) Any basis for invoice withholding, adjustment or reduction 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 withholding, adjustment, or reduction, and will specify the dollar amount of the withholding, adjustment or reduction.
- (i) The Contractor shall submit one copy of the invoices, including all supporting documentation, to the attention of the CO and the Budget Analyst at the following address:

United States Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513-0066
- (j) Nothing in this section shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, Prompt Payment, of this Contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this Contract.

G.5 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

- (a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the Contract.

G.6 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.

<To Be Inserted by Offeror >

G.7 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 negotiating changes or modifications to the terms and conditions of this Contract.

< To Be Inserted by Offeror >

G.8 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the appointed CO. The Contractor is hereby put on notice to make inquiry of the CO if, at any time, they are directed to perform work that they suspect may be outside of the scope of the Contract. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

G.9 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall

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be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.