

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA

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

The DOE Contracting Officer (CO) is responsible for administration of the contract. This individual shall be primarily responsible for all contractual actions required to be taken by DOE and NYSERDA under the terms of this contract. The DOE Contracting Officer may appoint both a DOE and NYSERDA Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The DOE COR will consult with the NYSERDA COR on any and all proposed technical direction to be provided to the contractor. The DOE Contracting Officer will consult with the NYSERDA Contracting Officer prior to taking actions listed (a-f) below. The DOE 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) (DEVIATION)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (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 DOE Contracting Officer. The Contractor shall use the DOE 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)". The DOE COR is responsible for all technical matters under the contract and will communicate any and all technical direction to the contractor. The DOE COR will consult with the NYSERDA COR on any and all proposed technical direction to be provided to the contractor. The NYSERDA COR will provide written concurrence to the DOE COR on all proposed technical direction to be provided to the contractor.

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

- (a) The Contractor shall designate a Principal Project Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Principal Project Manager shall be the primary point of contact

between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Principal Project 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 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to DOE and NYSERDA under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to both the DOE and NYSERDA Contracting Officer and the NYSERDA COR. 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.

The DOE Contracting Officer is responsible for all contract administration functions under the contract and will communicate any and all contractual direction to the contractor. The DOE Contracting Officer will consult with the NYSERDA Contracting Officer on any and all proposed contractual direction to be provided to the contractor. The NYSERDA Contracting Officer will provide written concurrence to the DOE Contracting Officer on all contractual changes. If NYSERDA disagrees or has questions about any proposed contract action by the DOE Contracting Officer, it will notify the DOE Contracting Officer, in writing within 10 business days of receipt of the proposed contract action and indicate the scope of the questions or disagreement.

(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 DOE and NYSERDA CO.

(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 DOE

and NYSERDA CO. Copies of all such correspondence shall be provided to the COR.

- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the DOE and NYSERDA CO and the DOE and NYSERDA COR.

(c) Information regarding correspondence addresses and contact information is as follows:

- (1) DOE Administrative Contracting Officer Address:

TBD [To be filled-in at Contract Award]

NYSERDA Administrative Contracting Officer Address:

TBD [To be filled-in at Contract Award]

- (2) DOE Contracting Officer's Representative Address:

TBD [To be filled-in at Contract Award]

NYSERDA Contracting Officer's Representative Address:

TBD [To be filled-in at Contract Award]

G.5 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014)

(a) Contractors shall use 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 vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher 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 a voucher that has been submitted electronically will not be accepted.

(d) The voucher 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 task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(iv) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

**G.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING
(OCT 2014) (DEVIATION)**

(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 CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) 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.7 DOE-G-2008 NONSUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)
(DEVIATION)**

DOE and NYSEERDA 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 agencies.