

Part I – The Schedule

Section G

Contract Administration Data

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G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)

The Contracting Officer 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) Issue Task Orders.

G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)

Pursuant to the clause at DEAR 952.242-70 entitled, *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 DOE-G-2004 Contract Administration (Oct 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this Contract shall reference the contract number, Task Order number, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this Contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that 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 also be provided to the Contracting Officer.

- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of 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 also 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 Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:
- (1) Administrative Contracting Officer
 - (A) Name: To be provided
 - (B) Telephone number: To be provided
 - (C) Address:
 - U.S. Department of Energy
 - Oak Ridge Office of Environmental Management
 - 200 Administration Road
 - Oak Ridge, TN 37830
 - (D) Email address: To be provided
 - (2) Contracting Officer's Representative
 - (A) Name: To be provided
 - (B) Telephone number: To be provided
 - (C) Address:
 - U.S. Department of Energy
 - Oak Ridge Office of Environmental Management
 - 200 Administration Road
 - Oak Ridge, TN 37830
 - (D) Email address: To be provided
 - (3) Intellectual Property Counsel
 - (A) Name: To be provided
 - (B) Telephone number: To be provided
 - (C) Address:
 - U.S. Department of Energy
 - Integrated Support Center – Oak Ridge
 - 200 Administration Road
 - Oak Ridge, TN 37830
 - (D) Email address: To be provided
 - (4) Government Contract Administration Office
 - (A) Oak Ridge Office of Environmental Management
 - (B) Telephone number: To be provided
 - (C) Mailing address:
 - U.S. Department of Energy

Oak Ridge Office of Environmental Management
200 Administration Road
Oak Ridge, TN 37830

**G.5 DOE-G-2005 Billing Instructions – Alternate I (Mar 2019) (Revised)
(For Cost-Reimbursement Task Orders) (Applicable to Task Order 1 –
Transition Only)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the master IDIQ contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for fee payments which shall be invoiced when earned. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE 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:
 - (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
 - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
 - (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
 - (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.

- (J) Detailed invoice transactions must be provided in Microsoft Excel[®] format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel[®] format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (A) 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.
- (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
- (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.6 Invoice/Payment Procedures (Applicable to Task Order 1 – Transition Only)

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor
- (b) The Contractor may submit cost invoices not more often than once every two weeks.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I *Prompt Payment* clause of this contract. The Government is not limited to thirty (30) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

G.7 DOE-G-2007 Contractor Performance Assessment Reporting (Jul 2018) (Revised)

- (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," 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, but are not limited to, any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training 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 adhere to the process and associated timeline found in the current version of the User Manual for CPARS.
- (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 Reporting Costs

- (a) The Contractor shall submit monthly cost reports to the Contracting Officer for review. For the purpose of reporting allowable costs (except as provided in subparagraph (b) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - (1) Those recorded costs that, at the time the cost report is submitted, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

- (2) When the Contractor is not delinquent in paying costs of Contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --
 - (i) Supplies and services purchased directly for the Contract and associated financing payments to subcontractors, provided payments determined due will be made:
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (ii) Materials issued from the Contractor's inventory and placed in the production process for use on the Contract;
 - (iii) Direct labor;
 - (iv) Direct travel;
 - (v) Other direct in-house costs; and
 - (vi) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of reporting cost under Government contracts; and
 - (3) The amount of financing payments that have been paid by cash, check, or other form of payment to subcontractors.
- (b) Accrued costs of Contractor contributions under employee pension, deferred profit sharing, and employee stock ownership plans shall be excluded until actually paid unless:
- (1) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (2) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (c) Allowable indirect costs under this Contract shall be reported in the cost report by applying indirect cost rates established.