

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. 893XXXXXDEMXXXXXX”

(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).

Where XXXX is the assigned contract number.

- (e) Electronic Media for Contract Deliverables. All required contract deliverables, including 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. Each deliverable must be submitted in pdf format as one complete file that meets the records requirements in Section C. The deliverable also must include supporting backup files in native format, such as Excel, Microsoft Word, P6, dwg or other CAD files, etc. The backup and native files required will be discussed prior to delivery to avoid unnecessary work for the deliverable. Deliverables must be editable (not locked). When the DOE is required to subsequently transmit the deliverable to another agency, the Contractor will provide a draft transmittal letter as part of the deliverable. The Word file must also be provided for these letters. The file document(s) format should be Microsoft Office compatible. The documents may be submitted via email as 'attachment(s)', file size permitting. Else, the deliverables should be submitted on a CD-

ROM.

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 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 Contracting Officer.

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

TO BE DETERMINED

G.3 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, title, and 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.

TO BE DETERMINED

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:

TO BE DETERMINED

- (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.

- (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.

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.
 - 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) 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 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 current billing period shall be adequately supported.
- (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 Executive Office of the President Memorandum “Accelerating Payments to Small Businesses for Goods and Services”, 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 an electronic copy of the invoices, including all supporting documentation, to the attention of the CO.
- (j) Nothing in this section shall affect the rights of either the Government or the Contractor under this contract as illustrated in the Section I clauses entitled FAR 52.232-25, Prompt Payment and FAR 52.232-27 Prompt Payment of Construction Contracts. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this Contract.

G.5 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to (a)(2) of contract clause FAR 52.232-27 Prompt Payment for Construction Contracts and (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.

Offeror Fill-In

G.6 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 Contracting Officer's Representative (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.7 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

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.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 INVOICE PAYMENT – 1-MONTH DELAY IN DEDUCTIONS

(a) Contractors will submit one monthly invoice in accordance with Section G.4 Billing Instructions. However, due to the limited time between invoice submittal and payment, any necessary deductions as a result of performance will be instituted in the following month's invoice payment. Note: While not noted in the below sample invoicing schedule, per the Contractor Evaluation Report within J-11 Quality Assurance Surveillance Plan, the Government will provide an opportunity for Contractor response for each review discrepancy.

Sample invoicing schedule (the following dates are examples only):

1/15/2021 Contractor submits invoice for December 2020 work
2/15/2021 Government pays December 2020 invoice with understanding that any deductions will take place on a 1-month delay
1/15/2021-2/15/2021 Government reviews Invoice Performance Report (IPR) that was delivered with December 2020 Invoice
2/12/2021 Contractor submits invoice for January 2021 work

3/14/2021 Government pays January 2021 invoice minus any deductions found during review of December 2020 IPR
2/12/2021-3/14/2021 Government reviews IPR that was delivered with January 2021 invoice
3/14/2021 Contractor Submits invoice for February 2021 work
4/15/2021 Government pays February 2021 invoice minus any deductions found during review of January 2021 IPR
.....
10/13/2023 Contractor submits invoice for September 2023 work (final invoice for base period)
11/14/2023 Government pays September invoice minus any deductions found during review of August and September IPR (this “double review” gets Government caught up on the 1-month delay)

G.10 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)

(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 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 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.11 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.