Section G

Contract Administration Plan

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G.1 Contract Administration

The DOE Contracting Officer and correspondence address is:

Andrew H. Wirkkala, Contracting Officer U.S. Department of Energy Richland Operations Office Procurement Division, MSIN A7-80 P.O. Box 550 Richland, WA 99352

Phone: 509-373-7835 Fax: 509-376-5378

G.2 <u>Billing Instructions</u>

a. Invoices for CLIN0001-CLIN0007 and CLIN0009

The Contractor shall submit to the Government a monthly invoice that contains the following information:

- 1. Claim Number
- 2. Employee Name
- 3. Contractor/Subcontractor
- 4. Type of Claim and applicable price by CLIN number
- 5. Reimbursable Expenses (if applicable) with a copy of the receipts)

The Contractor shall submit invoices to the following office:

Originals are to be submitted as follows:

ORIGINAL TO: Department of Energy

Oak Ridge Financial Service Center

P.O. Box 4307

Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS: Department of Energy

Oak Ridge Financial Service Center - RL

200 Administration Road Oak Ridge, TN 37830

Copies are to be submitted electronically to the Contracting Officer and COR

Invoices not simultaneously submitted to all recipients may be rejected or have payment delayed.

b. Invoices for CLIN0008

The Contractor shall submit to the Government a monthly invoice that contains the following information:

- 1. Claim Number
- 2. Employee Name
- 3. Contractor/Subcontractor
- 4. Type of Claim and applicable price by CLIN number
- 5. Contractor's invoice shall clearly show the number of copies made and the number of hours used in performing this work.

The Contractor shall submit invoices to the following office:

Originals are to be submitted as follows:

ORIGINAL TO: Department of Energy

Oak Ridge Financial Service Center

P.O. Box 4307

Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS: Department of Energy

Oak Ridge Financial Service Center - RL

200 Administration Road Oak Ridge, TN 37830

Copies are to be submitted electronically to the Contracting Officer and COR

The invoice for CLIN0008 shall be due to DOE no later than the 9th of every month. Invoices not simultaneously submitted to all specified recipients may be rejected or have payment delayed.

G.3 <u>Modification Authority</u>

As stated above and not withstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to

- a. accept nonconforming work;
- b. waive any requirement of this Contract; and/or
- c. modify any term or condition of this Contract.

G.4 DEAR 952.242-70 Technical Direction (DEC 2000)

a. Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- 1. Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- 2. Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- 3. Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- b. The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- c. Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - 1. Constitutes an assignment of additional work outside the Statement of Work;
 - 2. Constitutes a change as defined in the contract clause entitled "Changes;"
 - 3. In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - 4. Changes any of the expressed terms, conditions or specifications of the contract; or
 - 5. Interferes with the contractor's right to perform the terms and conditions of the contract.
- d. All technical direction shall be issued in writing by the COR.
- e. The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
 - 1. Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - 2. Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
 - 3. Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- f. A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.5 <u>Administrative Reporting Requirements</u>

Required or otherwise requested documentation (reports, analysis, invoices, etc.) shall be sent electronically to a designated mail box (i.e. sample@rl.gov) provided by DOE-RL after contract award.