

Section G

Contract Administration Data

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G.1 Billing Instructions

a. Public Voucher

The Contractor shall submit to the Government a monthly Public Voucher (SF-1034).

Vouchers 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 as follows:

COPY TO: Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy
Procurement Division
825 Jadwin Avenue - MSIN A7-80
Richland, WA 99352

COPY TO: Department of Energy
Site Infrastructure, Services and Information
Management Division
P.O. Box 550 - MSIN A2-15
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy
Site Infrastructure, Services and Information
Management Division
825 Jadwin Avenue - MSIN A2-15
Richland, WA 99352

ELECTRONIC COPY* TO: Department of Energy
Financial Management Division (FMD)

* The electronic copy will consist of only the following sections: (1) Cost distribution to contractors and (2) DOE direct funded summary. The Contracting Officer will provide the FMD recipient's e-mail to the contractor in writing.

Original and copies of invoices are to be transmitted simultaneously. When appropriate, invoices may be transmitted by Hanford plant mail or hand delivered. Invoices not simultaneously submitted to all addressees may be rejected or have payment delayed. Advance faxed copies will also be provided as specified by the Government.

b. Details of Monthly Billings

1. Public Voucher (form 1034) will list the total costs incurred by cost element segregated into monthly and cumulative costs to date amounts, including fee. In addition, this data shall be furnished in an electronic file as directed by the Contracting Officer.
2. Billing by medical service category

Each Public Voucher will be accompanied by a breakdown showing medical services provided showing total charges using the DOE approved rates. These charges will be divided into categories (by service recipients, or other categories) as directed by the Contracting Officer and provided by an electronic file to meet DOE's needs.

G.2 RL Property Administration

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy
Richland Operations Office
Property Management Officer
Site Services Division
P.O. Box 550, MSIN: A2-15
Richland, WA 99352

G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

- a. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.
- b. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations; a copy of the designation letter will be provided to the Contractor by the Contracting Officer.

The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor that redirect the Contract effort (change control), 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*, found in Section C;
2. Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description;

3. Review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract; and
 4. Performance of technical monitoring, inspection, approval of shop drawings, testing, approval of samples, engineering evaluation, monitoring schedules and deliverables, and other functions not involving a change in the scope, price, or terms or conditions of the Contract.
- c. Technical direction must be within the *Statement of Work* (see Section C) stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
1. Constitutes an assignment of additional work outside the *Statement of Work* (see Section C);
 2. Constitutes a change, as defined in Contract clause entitled *Changes* (see Section I);
 3. Changes any of the express terms, conditions, or specifications of the Contract; or
 4. Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the COR.
- e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- f. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs c.1 through c.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction, and shall request that the Contracting Officer modify the Contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
1. The date, nature, and circumstances of the conduct regarded as a change.
 2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.
 3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct.
 4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration.
 5. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - a. What Contract line items have been or may be affected by the alleged change;

- b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change; and
 - d. What adjustments are estimated to Contract costs, delivery schedule, and other provisions affected by the alleged change.
6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer will do one of the following:
- a. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract and does not constitute a change under the "Changes" clause;
 - b. Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - c. Advise the Contractor that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.
- g. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the statement of Work of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the Contract clause entitled *Disputes*, in Section I, *Contract Clauses*.

G.4 Modification Authority

As stated above and notwithstanding 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.