PART I - SECTION G

CONTRACT ADMINISTRATION DATA

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Contract Administration Data

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Part I – Section G

Contract Administration Data

G.1 Head of Contracting Activity, Contracting Officer, and Contracting Officer's Representative

(a) Robert D. Boston, the Manager, U.S. Department of Energy, Idaho Operations Office (DOE Operations/Field Office Manager), is designated as the Fee Determination Official (FDO) for this contract. Suzette M. Olson is designated as the Head of Contracting Activity (HCA) for this contract.

(b) The primary Contracting Officer for this contract is Gregory J. Tomlinson. When necessary, other DOE Contracting Officers may act within the authority delegated to them to facilitate administration of this contract.

(c) The Contracting Officer's Representative (COR) for this contract shall be designated, in writing, by the Contracting Officer in accordance with paragraph (b) of the clause, entitled, "Technical Direction," in G.2 below.

(d) The CORs for this contract and their area(s) of responsibility are as follows and Designation Letters are appended to this contract as Section J, Attachment T:

RESERVED	Primary COR
Randall D. Lillie	Information Management and Cyber Security Activities
Jameson S. Rammell	Legal Matters
Russell W. O'Malley	Security and Emergency Management
Jared A. Fryar	Specific Manufacturing Capabilities Programs
Jared A. Fryar	Specific Manufacturing Capability Productions Support, Facility Projects
David S. Herrin	Sample Preparation Laboratory Project
Kyle S. Vogel	Materials and Fuels Complex Protective Force, Security Building and Consolidated Training Facility Projects
Gary N. Hoggard	Power Utility Building (PUB) Project

Thomas W. Thompson	Advanced Test Reactor
James L. Jardine	Materials and Fuels Complex for the Beartooth Project
James L. Jardine	High-Assay Low-Enriched Uranium (HALEU) Production Line Project
Gerardo J. Islas-Rivera	Versatile Test Reactor Project
Gerardo J. Islas-Rivera	Laboratory for Operation and Testing in the United States (LOTUS) Project

G.2 DEAR 952.242-70 Technical Direction (Dec 2000)

(a) Performance of this work under this contract shall be subject to the technical direction of the 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 the 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 directions 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.3 Correspondence Procedure

(a) Technical Correspondence

Technical correspondence shall be addressed to the COR, or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer. For the purpose of this paragraph, technical correspondence does not include correspondence where intellectual property issues are involved; correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract; and correspondence associated with approval requirements of the Contracting Officer.

(b) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with information copies of the correspondence as appropriate to the DOE Program Manager, COR, or other authorized Government representatives.

(c) Electronic Signature and Delivery

Provided neither Party specifically objects in writing regarding a particular correspondence or document, the Parties consent to the use of electronic signatures and to electronic delivery for correspondence and all other documents generated in the course of performance of this contract. Such electronic signatures and documents shall be deemed as if they were actually signed "in writing." This paragraph also applies to all provisions of this contract requiring that an approval or document be "in writing."

G.4 Modification Authority

Notwithstanding any of the other provisions of this contract, a Contracting Officer is the only individual on behalf of the Government authorized to:

(a) Accept nonconforming work;

(b) Waive any requirement of this contract; or

(c) Take any action involving a change in the scope, price, terms, or conditions of this contract.

G.5 Designation of Designated Intellectual Property Advisor

The Designated Intellectual Property Advisor designated to represent the Contracting Officer in administering the Patent and Intellectual Property Clauses in this contract is:

Deputy Chief Counsel, Intellectual Property Law Division
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439
Telephone: (630) 252-2176
Fax: (630) 252-2779

Correspondence on patent and intellectual property issues shall be directed to the above with a copy to the Contracting Officer and COR.

G.6 Contract Administration

The contract shall be administered by:

U.S. Department of Energy
Idaho Operations Office
Contract Management Division
ATTN: Gregory J. Tomlinson
1955 Fremont Ave
Idaho Falls, Idaho 83415-1221
Telephone: (208) 499-4236
E-mail: tomlingj@id.doe.gov

Written communication shall make reference to the contract number and shall be mailed to

the above address.

G.7 Designation of Property Administrator

As required under FAR 45.104, "Contractor's Property Management System Compliance," and DOE-Property Management Regulation 109-1.5203, the Property Administrator for this contract will be Scott D. Hobbs.

G.8 RESERVED

G.9 RESERVED