

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1 CORRESPONDENCE PROCEDURES..... 1

G.2 DESIGNATION OF PROPERTY ADMINISTRATOR..... 2

G.3 CONTRACT ADMINISTRATION 2

G.4 CONTRACTOR PAYMENT ADDRESS..... 2

G.5 BILLING INSTRUCTIONS..... 2

G.6 SUBMISSION OF INVOICES 3

G.7 DEFECTIVE OR IMPROPER INVOICES..... 3

**G.8 DOE CONTRACT ADMINISTRATION, OVERSIGHT, AND SAFETY
OVERSIGHT 4**

PART I - THE SCHEDULE

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 shall be addressed to the Department of Energy (DOE) Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO). The COR will be designated by separate letter and will be the primary point of contact on technical matters, subject to the restrictions of DEAR Clause 952.242-70 "Technical Direction" contained in Section I.145. The COR is not authorized to change any of the terms and conditions of this contract. Only the CO can make changes to the scope, term, schedule, and cost of the work.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/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 Mr. Daniel Park at the Chicago Operations Office with a copy to the Idaho Operations Office Chief Counsel's Office, the CO, and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. DE-EM0001467"
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) Electronic Media for Reports/Plans/Documents. Most required reports, plans, and other documents shall be submitted to DOE electronically. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for

potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request. The DOE Contracting Officer may request hard copies of reports requiring certification or Contractor signature.

G.2 DESIGNATION OF PROPERTY ADMINISTRATOR

As required under FAR 45.104 and DOE Property Management Regulation 109-1.5202, the property administrator for this contract shall be the ID Organizational Property Management Officer (ID-OPMO).

G.3 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy
Idaho Operations Office
Attn: Wendy Bauer, Contracting Officer
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

Telephone:(208) 526-2808
Fax: (208) 526-5548
Email: bauerwl@id.doe.gov

Future revisions of the contract administration information, above, may be accomplished by written notification from the CO to the Contractor, without a formal contract modification.

G.4 CONTRACTOR PAYMENT ADDRESS

If the Contractor's payment address is different from the Contractor's address specified on Standard Form 33, then provide it in the following space:

Idaho Treatment Group, LLC
800 Main Street
Lynchburg, Virginia 24504

G.5 BILLING INSTRUCTIONS

The Contractor shall submit vouchers in accordance with Section I.21, FAR 52.216-7 "Allowable Cost and Payment," and as follows:

- (a) The original of each invoice shall be submitted to:

United States Department of Energy
Oak Ridge Operations Payment Office
P. O. Box 4368
Oak Ridge, TN 37831

- (b) One copy of the invoice, with supporting detail shall be mailed to the Contracting Officer at:

U.S. Department of Energy
Idaho Operations Office
Attn: Wendy Bauer, Contracting Officer
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

Email: bauerwl@id.doe.gov

- (c) One copy of the invoice, with supporting detail shall be mailed to the Contracting Officer's Representative (COR) as identified in the contract at:

U. S. Department of Energy
Idaho Operations Office
Advanced Mixed Waste Treatment Project
Attn: Contracting Officer's Representative
1955 Fremont Avenue
Idaho Falls, ID 83415-1222

Email: (to be provided)

G.6 SUBMISSION OF INVOICES

DOE will make payments to the contractor by electronic funds transfer not later than fourteen business days after receipt of an acceptable cost invoice from the Contractor. The contractor shall submit cost invoices, with supporting documentation, no more frequently than bimonthly (twice per month) in accordance with FAR Clause 52.216-7, "Allowable Cost and Payment." The contractor shall submit Cost Performance Reports (CPR) on a monthly basis. The CPR must match the preceding invoices and must be received by DOE by the fifth working day of the following month.

G.7 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

S. Robert Cochran
Chairman, Board of Managers
Idaho Treatment Group, LLC
800 Main Street
Lynchburg, Virginia 24504
Phone: (434) 522-6806
Facsimile: (434) 522-5450
E-mail: srcochran@babcock.com

G.8 DOE CONTRACT ADMINISTRATION, OVERSIGHT, AND SAFETY OVERSIGHT

- (a) The SOW presents significant challenges to the Contractor, and makes it imperative that DOE has a focused approach to perform oversight of Contractor work. The approach shall provide effective DOE oversight of contract activities, yet it must not present the Contractor with burdensome or "non-value added" distractions.
- (b) DOE's oversight approach will include reviews of periodic administrative progress reports submitted by the Contractor and direct observation by DOE employees of Contractor work in progress.
- (c) DOE's oversight of work in progress will include specific provisions for the designation and qualification of DOE employees conducting oversight activities. This may include the following elements:
 - (1) The number of DOE employees providing technical direction to the Contractor will be limited and formally designated, by name, in writing by the Contracting Officer; and
 - (2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the Contractor (e.g., waste packaging, crane operation, heavy-lifting safety, nuclear, and general safety oversight.) Prior to conducting formal oversight of Contractor work, the technical competency of designated DOE employees will be examined, approved, and documented as defined in the DOE Oversight Plan.
- (d) DOE's oversight activities will focus primarily on the safe and compliant disposition of AMWTP waste. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the Contracting Officer or COR. The five fundamental areas of oversight are as follows:

- (1) Project Management Oversight: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.
- (2) Contract Management Oversight: Administration and monitoring of the contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under Subchapter G – Contract Management, FAR and DEAR (Parts 42–51).
- (3) Financial Management Oversight: DOE will review budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE and/or designee (e.g., Defense Contract Audit Agency) will monitor and audit Contractor financial management systems and funds management practices and procedures to ensure compliance with applicable regulations and statutes.
- (4) Daily Operational and Safety Oversight: DOE Facility Representatives, Project Directors, and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and conditions of the contract and to assure effective safety oversight. In addition to this daily involvement, the Contractor shall support:
 - (i) DOE’s safety oversight, which includes the capability for examining, assessing, and auditing by all levels of the DOE organization;
 - (ii) Senior management walk-throughs, conducted in scheduled areas of the plant or locations where significant work is ongoing;
 - (iii) Periodic walk-throughs by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and,
 - (iv) Employee concerns elevated to DOE for evaluation.
- (5) Scheduled Assessments: DOE will publish a three-year schedule of assessments that will be provided to the Contractor. Adjustments will be made no fewer than 30 days prior to any planned assessment (with the exception of a “For Cause” review). Specific assessment details will be provided 30 days in advance to the Contractor. Assessment reports will be formally transmitted to the Contractor for development of a corrective action plan, if required. DOE will verify and validate the Contractor’s effectiveness in correcting the root cause of concerns and findings.