PART I

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I

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G.1 Contracting Officer's Representative(s)

Contracting Officer's Representative(s) (COR) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. CORs are not authorized to change any of the terms and conditions of this Contract. Some CORs have been authorized by the Contracting Officer to stop work in accordance with H.6, *Environment, Safety, and Health Stop Work Order*. Additional COR(s) for other purposes, as required, may be designated in writing by the Contracting Officer at a future date.

G.2 Contract Administration

The Contract will be administered by:

U.S. Department of Energy
Golden Field Office
Attn: Contracting Officer
1617 Cole Boulevard
Golden, CO 80401-3393

Written communication shall make reference to the Contract number and shall be mailed to the above address.

G.3 Modification Authority

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

(a) Accept nonconforming work;

(b) Waive any requirement of this Contract; or

(c) Modify any term or condition of this Contract.

G.4 Monthly Cost Reports

(a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. The contractor shall submit a monthly report that separates and identifies Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

(b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

G.5 Indirect Charges

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

(a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;

(b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;

(c) Ensure all funds transferred by The Alliance for Sustainable Energy, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and

(d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or The Alliance for Sustainable Energy, LLC.

(e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.