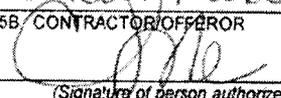
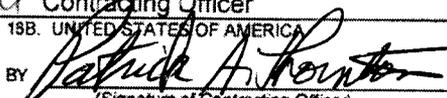


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE T&M Contract	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. M007		3. EFFECTIVE DATE See Block 16.c.		4. REQUISITION/PURCHASE REQ. NO. 01-08IM00054.001	5. PROJECT NO. (If applicable)
6. ISSUED BY US Department of Energy Office of Headquarters Procurement Services 1000 Independence Ave, SW/MA-641.1 Washington, D.C. 20585 Attn: Patrick A. Thornton		CODE MA-641.1		7. ADMINISTERED BY (If other than Item 6) Same as block 6 Telephone#: (202)287-1532 Fax (202) 287-1456/1457	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Energy Enterprise Solutions LLC 20440 Century Blvd., Suite 150 ATTN: Ms. Eileen Lake Germantown MD 20874 TIN 20-1829526 DUNS: 170309582 Ph. (301) 444-1339 Fax: (301) 916-0066				(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE				X	9B. DATED (SEE ITEM 11)
FACILITY CODE					10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054
					10B. DATED (SEE ITEM 13) 12/05/2005
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not Applicable. No Changes. B/NC A111					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.1, "Changes-Time & Materials or Labor Hours," FAR 52.243-3					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Modification is to incorporate a number of changes into the Master Contract, as summarized below and set forth herein. The changes specified are the only changes to contract terms and conditions. The changes are as follows: 1. Master Contract NTE Ceiling Increase. The Master Contract Not-to-Exceed (NTE) Ceiling Value of Base Period Year 2 is increased by \$19,000,000.00, from \$131,524,316.00 to \$150,524,316.00. This increases the Master Contract awarded NTE Ceiling from \$266,826,029.00 as stated in Modification M002 to \$285,826,029.00 and the Maximum Potential Master Contract NTE Ceiling from \$935,633,778.00 to \$954,633,778.00. Summary tables are provided herein. There is no change to the scope of work as reflected in the awarded Performance Work Statement. 2. Section G Update. Section G, Contract Administration, is revised as set forth in the replacement Section G attached to this Modification. Revisions include designation changes for Contracting Officer's Representative (COR), Contracting Officer's Technical Managers (COTM's) and an allocation process for awarded Master Contract NTE Ceiling to the master task order level. 3. Contract Clause Update. Several contract clauses are revised or added to Section H of the Master Contract, including Post-Award Small Business Program Representation, Key Personnel changes, updated Section 508 guidance, an Energy Star clause in addition to the current H.10 clause, and two related Contractor Code of Business Ethics and Conduct clauses.					
15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contract Manager			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer		
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)		15C. DATE SIGNED 1/31/08	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		15C. DATE SIGNED FEB 01 2008

1. Contract Not-to-Exceed Ceiling Value Increase. The Master Contract Not-to-Exceed (NTE) Ceiling Value of Base Period Year 2 is hereby increased by \$19,000,000.00, from \$131,524,316.00 to \$150,524,316.00. This action increases the Master Contract Awarded NTE Ceiling from \$266,826,029.00 as stated in Modification M002 (the Phase-in Period and two-year Base Period) to \$285,826.029.00, and the Maximum Potential Master Contract NTE Ceiling from \$935,633,778.00 to \$954,633,778.00. The purpose of the increase is to accommodate a higher level of contract effort than was originally projected; there is no change to the scope of work as reflected in the awarded Performance Work Statement. The changed values are addressed by the Prior and Revised NTE Ceiling tables below. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification M002. The \$19,000,000.00 NTE Ceiling increase is allocated to DPLH and ODC Pools on the same percentage basis as in the Base Period Year 2 allocation in the original Master Contract; changed values in the Revised table below are in italics:

PRIOR VALUES

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase-In Period	\$ 2,024,523.97	\$ 207,782.03	\$ 2,232,306.00
Base Period Year 1	\$103,489,407.00	\$ 29,580,000.00	\$133,069,407.00
Base Period Year 2	\$101,944,316.00	\$ 29,580,000.00	\$131,524,316.00
Option Period 1	\$ 99,803,943.00	\$ 29,580,000.00	\$129,383,943.00
Option Period 2	\$101,928,061.00	\$ 29,580,000.00	\$131,508,061.00
Option Period 3	\$104,115,903.00	\$ 29,580,000.00	\$133,695,903.00
Award Term 1*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 2*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 3*	\$ 54,345,231.00	\$ 14,790,000.00	\$ 69,135,231.00
Award Term 4*	<i>\$ 54,345,231.00</i>	<i>\$ 14,790,000.00</i>	<i>\$ 69,135,231.00</i>
Totals:	\$728,365,995.97	\$207,267,782.03	\$935,633,778.00

REVISED VALUES

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase-In Period	\$ 2,024,523.97	\$ 207,782.03	\$ 2,232,306.00
Base Period Year 1	\$103,489,407.00	\$ 29,580,000.00	\$133,069,407.00
<i>Base Period Year 2</i>	<i>\$114,422,176.02</i>	<i>\$ 36,102,139.98</i>	<i>\$150,524,316.00</i>
Option Period 1	\$ 99,803,943.00	\$ 29,580,000.00	\$129,383,943.00
Option Period 2	\$101,928,061.00	\$ 29,580,000.00	\$131,508,061.00
Option Period 3	\$104,115,903.00	\$ 29,580,000.00	\$133,695,903.00
Award Term 1*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 2*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 3*	\$ 54,345,231.00	\$ 14,790,000.00	\$ 69,135,231.00
Award Term 4*	<i>\$ 54,345,231.00</i>	<i>\$ 14,790,000.00</i>	<i>\$ 69,135,231.00</i>
Totals:	<i>\$740,843,855.99</i>	<i>\$213,789,922.01</i>	<i>\$954,633,778.00</i>

2. Section G, Contract Administration, Update. The current Section G of the contract, as revised by Modifications M003 and M005, is hereby deleted and replaced by the updated Section G attached to this Modification. This modification updates Clauses G.2 Correspondence Procedures (additional Alternate COR and revisions to COTM designations); and G.6 Overview of Task Order Award/Administration (specification of Master Contract COR as the sole authority to grant Master Task Order Not-to-Exceed Ceiling value). Revisions are in italicized bold print for easy identification.

3. Section H, Special Contract Requirements, Update. This section is revised to add or add several clauses, as set forth below.

a. Post Award Small Business Program Representation. As required by FAR 19.308(d), the following clause is added to the Master Contract as Clause H.38:

FAR 52.219-28 Post-Award Small Business Program Rerepresentation.

POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 541519 assigned to contract number DE-AM01-06IM00054.

[Contractor to sign and date and insert authorized signer's name and title].
(End of clause)

b. Key Personnel Clause Revision. Clause H.12, Key Personnel, is revised as set forth below, adding David Fairchild as Deputy Project Manager and Jody Naleppa as Deputy Finance/Accounting Manager.

<u>Position Title</u>	<u>Name</u>
<u>Project Manager</u>	<u>John Cavallini</u>
<u>Deputy Project Manager</u>	<u>David Fairchild</u>
<u>Finance/Accounting Manager</u>	<u>Firmadge Crutchfield</u>
<u>Deputy Finance/Accounting Manager</u>	<u>Jody Naleppa</u>

c. New Energy Star Clause. As required by FAR 23.206, the following clause is added to the Master Contract as Clause H.39:

Energy Efficiency in Energy-Consuming Products (Dec 2007)(FAR 52.223-15)

(a) **Definition.** As used in this clause--
“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
 - (2) Otherwise approved in writing by the Contracting Officer.
- (d) Information about these products is available for—
- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
 - (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eed_requirements.html.
- (End of clause)

d. Ethics Requirements Update. As required by FAR 3.1003, the following two clauses are added to the Master Contract as Clauses H.40 and H.41 respectively:

H.40 Contractor Code of Business Ethics and Conduct (Dec 2007)(FAR 52.203-13)

- (a) *Definition.*
“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) *Code of business ethics and conduct.*
- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
 - (i) Have a written code of business ethics and conduct; and
 - (ii) Provide a copy of the code to each employee engaged in performance of the contract.
 - (2) The Contractor shall promote compliance with its code of business ethics and conduct.
- (c) *Awareness program and internal control system for other than small businesses.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period—
- (1) An ongoing business ethics and business conduct awareness program; and
 - (2) An internal control system.
 - (i) The Contractor's internal control system shall—
 - (A) Facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.
 - (ii) For example, the Contractor's internal control system should provide for—
 - (A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;
 - (B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - (C) Internal and/or external audits, as appropriate; and
 - (D) Disciplinary action for improper conduct.
- (d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract—
- (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.
- (End of clause)

H.41 Display of Hotline Poster(s) (Dec 2007)(FAR 52.203-14)

- (a) *Definition.*
“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:
- Poster(s) Obtain from
<http://ig.energy.gov/hotline.htm>
- (Contracting Officer shall insert—*
- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
 - (ii) The website(s) or other contact information for obtaining the poster(s).)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
- (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.
- (End of clause)

4. Conclusion. There are no other changes to Master Contract terms and provisions except as set forth above.

SECTION G – CONTRACT ADMINISTRATION

NOTE: Throughout this Section, the terms ‘task’ and ‘Task Order’ are used interchangeably.

G.1 Administration Structure

This is an Indefinite Delivery/Indefinite Quantity Master Contract. The Contracting Officer and Contracting Officer’s Representative (COR) identified in clause G.2 below are responsible for the administration of this contract; also the Contracting Officer’s Technical Manager (COTM), who will be responsible for the Pre-Award Performance Work Statement (PWS) Compliance Review and other duties as delegated by the Master Contract Contracting Officer [see clauses G.2(f) and G.7(a)(1) below]. Both the HQ COR and COTM’s are issued Delegation Of Authority Letters by the Master Contract Contracting Officer (CO). No COTM’s are appointed below the Master Contract level, or by any other DOE CO. Any DOE Contracting Officer may issue Task Orders against this contract.

For the purposes of this section, the Contracting Officer for the Master Contract is referred to as the Headquarters Contracting Officer (HQ CO). Any other reference to a Contracting Officer in this Section G shall be understood to refer to the Contracting Officer responsible for issuing a specific task order. The COR responsible for oversight of this Master Contract is referred to as the HQ COR. Any other reference to a COR shall be understood to refer to the COR designated for a specific task order.

G.2 Correspondence Procedures (JAN 1992)

A. Master Contract

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the HQ COR or the HQ COTM, as appropriate.

(b) **Other Correspondence.** All correspondence, other than technical correspondence, shall be addressed to the HQ CO, with information copies of the correspondence to the HQ COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The Contract Specialist/Contracting Officer for the master contract is located at the address in (d) below and is as follows:

Contract Specialist: Patrick A. Thornton
Telephone Number: (202) 287-1532
FAX #: (202) 287-1457
Email: Patrick.Thornton@pr.doe.gov

(d) The HQ CO address is as follows:

Mr. Patrick Thornton
U.S. Department of Energy
1000 Independence Avenue, SW
ATTN: MA-641.1
Washington, D.C. 20585-1615

(e) The HQ COR's address is as follows:

Ms. Barbara Griffin
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-0263 FAX: 301-903-3940
E-mail Address: Barbara.Griffin@hq.doe.gov

Alternate COR's:

A second Alternate HQ COR is appointed, Ms. Tonya Meadows, as follows:

Mr. Timothy B. Beckham
Business Management/IM-42
Germantown Building/Room CA-443
1000 Independence Ave. S.W.
Washington D.C. 20585
Ph. (301) 903-3187, Fax (301) 903-3940
Email: Timothy.Beckham2@hq.doe.gov

Ms. Tonya Meadows
U.S. Department of Energy
Business Management/IM-42
1000 Independence Avenue, SW
Washington D.C. 20595
Phone: 202-586-6626 FAX: 202-586-6626

The Contractor shall use the HQ COR *team* as the point of contact on master-contract level technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H, except for matters delegated to the COTM [clause G.7(a)(1) below].

(f) HQ COTM's:

<u>PWS Functional Area</u>	<u>Primary COTM</u>	<u>Alternate COTM(s)</u>
Operations Support	David K. Biser	Anthony (Tony) J. Castellano, Kevin R. Cooke Jr.
Systems Development/ Engineering	Mary Ann Breland	Kevin R. Cooke Jr.
Cyber Security	Mary Ann Breland	Kevin R. Cooke Jr.
IT Management Support	Kevin R. Cooke Jr.	None
DOE Common Operating Environment (COE/Excite II)	Tony Castellano	David K. Biser, Kevin R. Cooke Jr.

COTM Contact Information:

<u>Name</u>	<u>Phone/Fax</u>	<u>email address</u>
David K. Biser	301-903-7902/Fax 3-2261	david.biser@hq.doe.gov
Mary Ann Breland	301-903-7245/3-5141	maryann.breland@hq.doe.gov
Tony Castellano	301-903-2499/3-2261	tony.castellano@hq.doe.gov
Kevin R. Cooke Jr.	202-586-6566/6-6626	kevin.cooke@hq.doe.gov

B. Task Orders

To promote timely and effective administration, correspondence submitted under this contract shall include the contract and task order numbers and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence not related to patent or technical data issues or master contract changes shall be addressed to the cognizant COR for the specific task.

(b) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the cognizant CO for the specific task, with information copies of the correspondence to the cognizant COR, and to the DOE Patent Counsel (where patent or technical data issues are involved; see the DOE Patent Counsel clause in this Section).

G.3 Voucher Format

Each invoice or voucher submitted shall include the following, including all information required by FAR 52.232-25, Prompt Payment.:

- (1) Master Contract Number
- (2) Task Number
- (2) Contractor Name

- (3) Date of Invoice
- (4) Invoice Number
- (5) Invoice Amount
- (6) Period Covered by Invoice
- (7) Cumulative Amount Invoiced to Date
- (8) Labor Charges shall be accompanied by the following:
 - (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this contract.
 - (ii) The invoice or voucher shall further segregate costs by line item, identifying current and cumulative billings for each line item.
 - (iii) Invoices for tasks which span two or more contract years shall be segregated by the contract years involved, by both cost and DPLH.
- (9) ODC charges shall be accompanied by a detailed listing by task of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract.
- (10) All charges for other than the DPLH expended by the Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment thereof. The only exception to this requirement, as provided by Section I of this contract, shall be for small business concerns. Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

One information copy of each invoice shall be submitted to the attention of the CO cognizant for the task order being invoiced.

G.4 Billing Instructions (APR 2004)

The following Clause applies only to tasks issued for DOE Headquarters program offices. Each task issued by any other DOE CO shall include comparable administrative and payment instructions.

(a) Overview. The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

Oak Ridge Operations Office
Oak Ridge Financial Service Center
P.O. Box 4937
Oak Ridge, TN 37831

A paper voucher is not considered to be received by DOE until the original is received at the above address. An additional paper copy of the voucher is to be provided to the COR cognizant for the specific task.

(b) Other Direct Costs (ODC's)

(1) Other Direct Costs (ODCs) shall be incurred only with prior approval of the COR or alternate. No approval is permitted without prior obligation of sufficient funds to cover the projected expense. This notification shall be written and may be via e-mail at COR's discretion. If appropriate, a task may include multiple ODC Pools for separate purposes, such as equipment acquisition/maintenance, travel, or specialized training unique to the Government's requirements.

(2) The Contractor may not charge the Government for time or local travel mileage/expenses for travel between contractor facilities in the Washington DC metropolitan area, or to or from DOE facilities in the same area, including Germantown MD, without written permission in advance from the COR. This restriction also applies to non-local travel; advance authorization for rental car is also required. Any authorized travel cost shall be invoiced and reimbursed in accordance with the U.S. Federal Travel Regulation; per diem costs shall be invoiced and reimbursed in accordance with the current approved Federal per diem rate in effect at the time of cost incurrence. Other CO's may include comparable restrictions in tasks not issued by the HQ CO. Note that the Contractor's proposed burden is applicable to all ODC's.

(3) Examples of typical allowable ODC expenditures include, but are not limited to, the following: satellite communications services, mandatory Government-required specialized training, such as for Communications Security (COMSEC), or specialized vendor training for installation and operation of equipment unique to the Government; travel to attend mission essential meetings, conferences, seminars or other DOE sites as required for task performance; and miscellaneous mission-required equipment acquisition.

(4) Other Specific Non-Reimbursable ODC's. The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; computers or general application software, including laptops, cell phones and hand-held IT devices and related services; client development and related activities; trade publications, books, treatises, background materials and other similar documents; professional/educational seminars and conferences; preparation of bills; pet boarding, parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the contractor is not in travel status and away from the home office. No invoices are to contain any items representing disbursements made for the benefit of the contractor's current personnel.

Also not allowable is generic professional training required by Contractor personnel, such as industry certifications or desktop software such as Microsoft Windows or Office. The Contractor is required to provide qualified personnel to meet the Government's requirements, exclusive only of training unique to the specific mission of a task. The task COR has discretion to waive this requirement but a copy of all such waivers must be provided to the HQ COR. See FAR Part 31 for definitive guidance.

G.5 Types of Task Order

In accordance with the Ordering Procedures clause in Section G of the contract, task orders of the following types may be issued; combination tasks may also be issued.

Fixed Rate Task Order:

Task orders may be issued to require the Contractor to provide Direct Productive Labor Hours (DPLH) toward accomplishment of a specific task (or tasks) from the labor categories set forth in this contract at the firm fixed labor hour rates indicated. Other Direct Costs (ODCs) and travel costs required for performance of the task order will be identified and proposed with each specific task order proposed.

The Contractor shall not exceed the total estimated cost for a task order without the approval of the Contracting Officer. If the Contractor reaches the total estimated cost for a task order without completing the required task, the Contracting Officer may increase the total estimated cost and require the Contractor to continue work until the task is completed or the new total estimated cost is reached. The Government shall not reimburse the Contractor for any costs incurred without the Contracting Officer's approval in excess of the total estimated cost for a task order.

Firm Fixed Price Task Orders

Task orders may be issued to require the Contractor to accomplish a specific task (or tasks) for a firm fixed price. The price may be based upon utilization of the loaded hourly rates for labor categories set forth in this contract, but may also be based upon those labor categories and associated costs that the Contractor feels will best accomplish the task.

The Contractor shall be responsible for completion of the task and will not be entitled to an increase in price should its actual costs to perform be greater than the negotiated price.

Fixed Price Incentive Task Orders

Task orders may be issued to require the Contractor to accomplish a specific task (or tasks) for a firm fixed price plus incentive fee. The price may be based upon utilization of the loaded hourly rates for labor categories set forth in this contract, but may also be based upon those labor categories and associated costs that the Contractor feels will best accomplish the task. Incentives can be placed on cost savings or performance schedule and will be identified individually for each task order issued.

The Contractor shall be responsible for completion of the task and will not be entitled to an increase in price should its actual costs to perform be greater than the negotiated price.

G.6 Overview of Task Order Award/Administration

(a) Summary. Administration of this contract is intended to be decentralized. The responsibilities and authority of the HQ CO and HQ COR are at the master contract level, for master contract level matters only. All effort will be authorized and funded by individual task orders which will be initiated by the various sites, program offices or agencies, each of which has complete life-cycle control over all tasks which it initiates and funds. This specifically includes DOE programs or agencies with legally autonomous status or specific legislative mandates for independent operation such as the Energy Information Administration (EIA) and the National Nuclear Security Administration (NNSA). The authority of the HQ CO, HQ COR and HQ COTM extend only to master contract-level issues, such as PWS compliance with its scope of work, referred to their attention by program offices, agencies or sites. These individuals do not participate in management of any task unless the HQ CO issues the task order.

NOTE 1: For all master task orders (and their subtasks, where issued) awarded under the master contract, a 1% user fee applies, to be forwarded to the HQ OCIO via funding memo; see Clause G.7 Ordering Procedure, subparagraph (d) below, added by this Modification, for details.

NOTE 2: For field requirements administered by a HQ CO and COR at field request, when a function requires on-site COR functions such as security clearance concurrence, a limited re-delegation of COR authority should be executed by the HQ CO or COR; this may be done by email. The only exception is invoice approval, which must remain with a task order's primary CO or COR, normally the COR. The field personnel may review/concur or recommend changes to invoices, but invoice approval cannot be re-delegated.

(b) Contracting Officer Authority. Any properly warranted U.S. Department of Energy CO may award task order(s) under authority of this contract, for effort within its scope following receipt of Pre-Award PWS Review approval from a cognizant Master Contract COTM (see list in Clause G.7(a)(1) below).

(c) Task Issuance/Administration. *Each site or program office with requirements to award under this master contract shall prepare a task statement and provide the requirement, with funding, to its cognizant CO. Prior to award of any Master Task Order under this Master Contract, the cognizant HQ COTM must review the requirements (statement of objective) provided by the site or program office to ensure compliance with Master Contract. Upon receipt of this approval, the HQ COR will establish the Not-to-Exceed (NTE) ceiling amount for that Master Task Order based on the Independent Government Estimate provided by the site or program office. All*

*changes, updates, revision and adjustments to the NTE Ceiling value at the Master Task Order level shall be coordinated and approved by the HQ COR prior to execution. **NOTE:** This authority is necessary in order to ensure that the total NTE Ceiling value of all authorized Master Task Orders does not exceed the awarded Master Contract level at any time (see para. 1 of p.2 of this Modification).*

There is no requirement to coordinate task issuance with any other office, including the HQ CO or HQ COR, and these individuals do not have any oversight authority or responsibilities at the task level. Those responsibilities reside entirely with the CO issuing the task and the COR designated in the task. The CO for the tasking organization shall issue the task order, with obligated funding, directly to the Contractor.

Each DOE site, program or agency may have one or more CO and COR to issue and administer its task orders. Each task order's COR(s) shall be appointed by the CO who issues the task, and who may also designate a Contract Specialist (CS) at the task level for administrative purposes. The COR(s) shall be nominated by the program office (for example, EIA and NNSA CORs must be EIA or NNSA employees appointed by EIA or NNSA and subject to separate performance requirements established by EIA or NNSA). Each COR shall have completed the required DOE COR training (DOE Order 541.1).

Requests for changes of COR assignment will be provided to the task order's cognizant CO in writing by the current COR and incorporated into the affected task via written modification issued by the CO. The COR shall be designated by the program office for which the effort will be performed. COR designations may not be altered orally or via email, only by a written task order modification. The CO has the right and duty to rescind COR delegations independent of any request for change from the program office. The SP shall maintain files of copies of each order and of each subsequent modification thereto, including all official correspondence and inspection/acceptance records, to be provided upon request to either the COR or the CO.

(d) Headquarters-Specific Reporting. This section applies to tasks issued for Headquarters program offices by a CO for which DOE Oak Ridge is the payment office. Comparable requirements may be established by task order by sites and/or programs at their option.

1. CIO'S Invoice Accounting Report

The Contractor shall provide a monthly report with the following aggregate requirements: total cumulative task order funding requirements & any task order modifications, funding amount that is invoiced for: Labor or Services, ODC's, any Award Fees (if applicable). This information shall be identified by Task order and is due no later than the tenth working day of each month. This format and information may change at the direction of the HQ CO based on the DOE CIO's, IM-12, Business Management Division's requirements. This report, and any questions regarding its content or format, should be submitted to the following:

Ms. M. Anne Warnick
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-3056 FAX: 301-903-6047
E-mail Address: anne.warnick@hq.doe.gov

2. Task Order & Financial Tracking Report.

The Contractor shall provide an on-line financial reporting/tracking capability which provides CORs and other designated DOE personnel (task order monitors/managers, etc.) a current and continuously updated record of all financial information transactions by task from time of award through completion and closeout. This should include, but not be limited to, total costing including obligated or de-obligated funding associated with each task order & any new funds supporting task order modifications, the funding amount that is invoiced for Labor or Services, ODC's, or Incentive Fees (if applicable). For reference purposes, this capability shall include the current Government issued task statement of objectives and the Contractor's management and staffing plan in accordance with provision C.2.

(e) Guidance Documents. Two guidance format documents will be provided after award for use in issuing and administering documents, a Contract Management Plan and a Task Monitor Handbook. The Task Monitor Handbook will not be part of the contract, and is not mandatory.

G. 7 Ordering Procedure

This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

(a) Request for Task Order Proposal.

(1) Compliance Review. All task orders issued under this contract are required to be in accordance with both the applicable PWS section and the guidance listed in Appendix B of the PWS, specifically including but not limited to, the DOE Capital Planning and Investment Control (CPIC) process, alignment with the Enterprise Architecture program, as well as compliance with all Departmental IT initiatives. A pre-award compliance review is therefore required.

Upon receipt of a task statement and request for a task order proposal, the SP is responsible for completion of this review within 10 calendar days of receipt of the

proposed task, and shall provide confirmation that the task is within scope to the cognizant CO. A similar review is performed by the COTM, and no task/subtask may be issued without prior COTM approval. The SP shall also provide information copies of the task statement and its PWS compliance review to the HQ COR.

A COTM is a senior level technical expert with knowledge and expertise of the supplies and services being acquired. For all tasks/subtasks to be awarded under the Master Contract, the cognizant COTM [see table in clause G.2(f) above] provides the Pre-Award PWS Compliance Review to affirm that the proposed effort is within its scope of work. In addition, for DOE HQ tasks/subtasks originating in the Office of the Chief Information Officer (OCIO) only, the COTM may be delegated further duties by the Contracting Officer awarding a specific task/subtask. Upon delegation, the COTM may provide detailed technical oversight of the Contractor's performance, and report his or her findings to the COR in a timely, comprehensive and impartial fashion to support the COR. These duties may include some or all of the following:

A. Monitor Technical and Contract Scope & Policy Compliance

1. Provide technical clarification to the contractor on assigned tasks as needed.
2. Review contractor progress reports and notify COR of problems.
3. Review and accepts contractor deliverables and notify COR if products are unacceptable.
4. Monitors technical compliance with contractual requirements.
5. Ensures government meets its contract obligations to the contractor (i.e., Government furnished equipment and information).

B. Monitor Financial Aspects of OCIO Master Task/Subtask performance.

1. Prepare background information for task/subtask assignment or task modification and forward to the COR along with an independent estimate of labor hours and costs.
2. Monitor scheduling, funding, labor hour expenditure rates, deliverables, quality of work for task assignments, review invoices and send COR recommendation for payment or rejection (include reason in a written statement to support rejection).
3. Reviews, approves and negotiates management and financial plans.
4. Reports any inappropriate technical requirements or unauthorized costs to the COR.

C. Monitor OCIO Task/Subtask Orders and Task/Subtask Monitors

1. Monitor day-to-day contract performance.
2. Advise COR of problems involving contractor performance.
3. Notify COR of changes in requirements for contractor support.
4. Provide semi-annual reports to the COR concerning contract status/performance.
5. Reviews and approves all ODCs.
6. Informs COR of any substantive performance failure or any portion of the task/subtask that will not be completed according to delivery schedule.

D. Miscellaneous Activities

1. Maintains official COTM file of all related contract activity.
2. Prepare and maintain records of all meetings and discussions with the contractor providing a copy to the COR.
3. Assist COR in preparing a semi-annual evaluation of the contractor's performance and participates in performance review meetings.
4. Complete a performance evaluation worksheet following the end of each incentive fee period (if applicable) or award term period.
5. Serves as Alternate Headquarters Security Officer for all security-related contract oversight responsibilities (i.e., security badges, secure areas and classified documents, if any).
6. Assures that no Government personnel supervise contract employees directly.

A COTM is NOT authorized to negotiate terms or conditions or make any agreements or commitments with the Contractor which would modify the terms and conditions of the contract (i.e., contract amount, contract period of performance, contract scope of work), approve invoices for payment. Also, the COTM is NOT authorized to initiate or change task assignments of tasks/subtasks. For any task or subtask, only the cognizant Contracting Officer (CO) is authorized to accept non-conforming work or waive any requirements of the contract. Only the HQ CO may modify terms and conditions of the master contract.

(2) SP Task Proposal. The Contractor shall submit within ten (10) calendar days, after receipt of each request for Task Order proposal issued by the CO, a Contractor Task Proposal on forms specified and provided by the CO. The Contractor's Task Proposal shall include a technical approach, management and staffing plan, and the proposed cost, on either a time-and-materials or fixed price basis. It should be noted that the Task Order Template used for the sample task and subtask is a suggested format for

task issuance and is not mandatory. Program offices or sites may modify the forms provided to meet their own specific requirements. At a minimum, the management plan shall address the objectives in the task order(s) as well as establish procedures or needs for the following:

- (a) Technical Approach
- (b) Points of Contact and Problem Escalation Procedures
- (c) Reporting and Record Keeping
- (d) Contractor Security Plan
- (e) Subcontractor Management
- (f) Staffing plan for initial staffing and for meeting future staffing requirements
- (g) Phase-in Plan

The Task Proposal is the Contractor's estimate for the completion of the Task Statement and, depending on the type of task, shall also include the following, where applicable :

- (h) Date of commencement of work, and any necessary revision to the schedule of performance.
- (i) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (k) below, estimated to complete the task.
- (j) The travel and material estimate.
- (k) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (l) Estimated computer use time required, if applicable.
- (m) Other pertinent information, inter-divisional transfers, etc.
- (n) The total estimated amount for completion of the Task Order

Deliverables for each task order will be determined at the time that the proposal is requested. The SP shall be responsible for accomplishing each task order-specific deliverable under this contract. The contractor shall comply with the terms and conditions as cited in the basic contract, including the submission of all ad-hoc reporting requirements (those not specified in the Contract Level Reporting Requirements in this contract). However, these deliverables will always be required under any Task Order:

Deliverable	Due Date
Task order Management and Cost Plan	10 days after issuance of Task order
Monthly Technical Report Per Task order	Within 5 days of the end of each month
Monthly Cost and Labor Hour Report (Online data base: task order level)	Within 5 days of the end of each month

(3) Task Order Issuance. Upon receipt of the Contractor's task proposal, the COR shall review the technical approach, security plan, phase-in and staffing plans and, in conjunction with the CO, negotiate any changes necessary. Only after this review and any required negotiations have been completed shall a Task Order be issued and the

Contractor begin to perform.

NOTE: A suspense period applies to the Contractor/Service Provider's management plan following its submission for review/approval. Submission occurs when the Management Plan is entered into the I-SAMS workflow. Once the COR and COTM have approved the Management Plan in I-SAMS, the Subtask Monitor shall complete their review within five business days. The Subtask Monitor shall submit an approval or rejection of contractor management plans within five business days of COR assignment. In the absence of the Subtask Monitor's approval within 5 business days of approval by the COR and COTM,, the Service Provider shall suspend work until the Subtask Monitor's approval is received, including any negotiated changes.

(b) Task Order Format and Content

(1) From time to time during the period of performance of this contract, Task Orders will be issued in writing by the CO to the Contractor designating (A) the task to be performed; (B) the schedule of performance; (C) authorized travel; and (D) any Government-furnished property. Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders.

(2) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A revision to a Task Order will be identified by a formal modification which identifies any changes to the task statement, the staffing plan or the ceiling price.

(3) Task Order Content. At a minimum, each Task Order shall contain, the information set forth below:

- (A) Contract Number and Task Order Number;
- (B) Task Order Issuing Activity/Site;
- (C) The Contracting Officer's name, phone and facsimile numbers, e-mail address and mailing address;
- (D) The COR's name, phone and facsimile numbers, e-mail address, and mailing address; and
- (E) Dates of Task Order Award and Period of Performance;
- (F) Services and deliverables (reports, data and/or ODCs) ordered, with the appropriate Master Contract Periods identified (Base or Option);
- (G) Required delivery location(s) and individual(s) authorized to accept delivery on behalf of the Government;
- (H) Required delivery date(s) for all requirements included in the Task Order; any revisions to these dates must be in writing, by formal Task Order modification;

- (I) Task Order point-of-contact information (name, telephone/FAX numbers, email addresses) for any subordinate Task Monitors;
- (J) Billing instructions, including Payment Office; and
- (K) Accounting and Appropriation data

(c) Task Order Administration

(1) After a Task Order is issued, if any revision to the Order becomes necessary (ie, an increase or decrease to the estimated amount, level-of- effort, or change in distribution of hours between labor categories), the SP shall promptly submit to the CO a new Task Proposal with explanatory notes. Task Proposals submitted by the SP after award of the Task Order shall not be considered approved, nor shall they be implemented, prior to issuance of a Task Order modification by the CO.

(2) Discontinuance Of Task Orders. The Government retains the right to discontinue any task or subtask under this Master Contract with 30 calendar days advance written notice from the CO.

(3) The Contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Task Orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the CO.

(d) Office of Chief Information Officer 1% Contract Level Administrative Fee

All Master Task(s) or Subtask(s) issued under this DOE Master Contract (DE-AM01-06IM00054) will be assessed a 1% Contract Administration Support Reimbursement fee to cover OCIO master contract administrative costs.

In accordance with the Economy Act (31 USC 1535), this fee will be used solely to fund OCIO contract administration support required for this Department-wide Master Contract. There will be no net income to the OCIO as a result of fee collection, and no portion of this user fee will be applied to any other OCIO activities. Any fee funding collected which is excess to OCIO contract administration support of this Master Contract for a given Fiscal Year will be refunded to the user organization or credited forward to that organization for the following Fiscal Year. A sample funding Memo will be placed on line and must be filled out signed and sent to Ms. Anne Warnick at DOE Headquarters.

Business Management IM-12, Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-3056; FAX: 301-903-6047
E-Mail Address: anne.warnick@hq.doe.gov

The MEO/EES Team will include the OCIO 1% Contract Level Administrative Fee

in the Management and Cost Plan developed in response to issuance of all Master Task or Subtask Performance-based Work Statements. This will be displayed as a separate line item and assessed on all effort awarded under the Master Contract.

Sample 1% FUNDING MEMO

Date:

FY 200X

Funding for your organization

Anne Warnick, IM-12
Business Management Division

This memorandum provides the Office of Chief Information Officer with the authority to obligate funds in the amount of \$ total amount of funds. The appropriate financial data is provided below. (When sending funds to be obligated for more than one purpose, indicate the dollar amount and funding information to be used for each purpose.)

Original DOE Master Task DE-ATXX-06XXXXXXXXX

DOE Subtask Number: _____.

Current funding level 1% being applied to: \$ _____.

Total: 1% OCIO Contract Administration Fee being funded: \$ _____.

	Amount to be	
<u>Purpose:</u>	<u>Transferred:</u>	<u>STARS Funding Information:</u>
EES (Energy Enterprise Solutions)		Fund:
		Appropriation Year:
		Allottee:
		Reporting Entity:
		Standard General Ledger:
		Object Class:
		Program:
		Project:
		Work for others:
		Local use:
		Field CID: (Field only)
		Future:

If you require additional information, please contact point of contact in your organization and phone number.

G.8 DOE Patent Counsel (APR 1984)

Information copies of correspondence being sent to the DOE Patent Counsel in accordance with the Correspondence Procedures clause, above, should be addressed as

follows:

U.S. Department of Energy
1000 Independence Ave. SW
Attention: Assistant General Counsel for Intellectual Property
Washington DC 20585

G.13 Contractor Security Plan

Within 60 calendar days after award, the Contractor shall develop and maintain a Security Plan which must conform to DOE's Headquarters Facilities Master Security Plan (or applicable Site Security Plan if the task is for another DOE site. A copy of the Contractor's Security Plan shall be provided to the DOE COR and the Contractor must keep this plan current. The Contractor's Security Plan shall be maintained by the Contractor through a single point of contact (POC)/Security Officer. The plan must be complied with by all subcontractors reporting to the Contractor. The plan will outline, for example, the process to obtain a DOE Badge, Clearance, processing in for new employees and turning in badges/out-processing of employees no longer employed on tasks/subtasks under this contract/letter of obligation.

G.14 Security Clearance Requirement

By the end of the phase-in period for each task under this contract, all employees performing work under this contract shall possess the level of clearance required by their task. The Service Provider (SP) shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a government approved storage container when not under the direct control or in the possession of authorized SP personnel. The SP shall treat all information developed on security vulnerabilities and all Government provided sensitive documents as "Limited Official Use" information. The contractor shall label and protect this information in accordance with DOE Order 471.2A - Information Security Program.

The SP shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of performance of this contract or any time afterwards. Execution of Non-Disclosure Statements may be required on either the Master Contract level or at task level.

A) Personnel Security Requirements

The Contractor must notify the COR of any changes in personnel assignments thirty (30) days prior to making any personnel changes where security clearances are required. When in limited access areas, non-cleared contractor personnel must be escorted by a

properly cleared DOE employee. This level of access may be modified upon approval of the DOE Security Officer or COR and shall be task-specific.

B) NNSA Specific Requirements: Personnel Security Clearance Clause

(1) For all work to be performed at NNSA sites, all Contractor personnel are required to have an active Department of Energy “L” or “Q” security clearance. The services to be performed under this contract or letter of obligation involves access to classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures.

(2) The Contractor shall ensure that all personnel assigned under this contract or letter of obligation possess a DOE “L” or “Q” access authorization (clearance).

(3) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE “L” or “Q” access authorization. For these individuals, the Contractor shall provide certification to the CO that an investigative screening has been completed prior to employment. The certification shall include, at a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(4) Requests for access authorization shall not be submitted until the contract or letter of obligation has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination has been rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor’s applicant for employment.

(5) The Contractor shall perform a pre-employment check of prospective employees to determine suitability of employment. The NNSA has final authority in determining an individual’s security clearance eligibility. The Contractor shall submit requests for “L” or “Q” security clearances in accordance with standard DOE/NNSA procedures. A minimum of 6-18 months should be allowed for the NNSA to receive, process, and respond to any request for a new or upgraded security clearance. An active Top Secret or other Single Scope Background Investigation (provided that the background investigation is less than 5 years old) may be used to request a clearance on an accelerated basis. However, during security clearance processing, any personnel that do not possess clearances shall have security escorts provided by and at the expense of the Contractor until security clearances are received.

(6) The Contractor shall turn in badges for employees: (a) who are no longer working on any task under the contract or letter of obligation; (b) who no longer require access; (c) when their badge expires; or (d) when the task order or letter of obligation expires or is terminated. Badges shall be returned to the cognizant DOE Security official.

C) Requirements For Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens to be employed under this contract must:

1. Have legal visa status with the Immigration and Naturalization Service (INS);
2. Have advance approval from the servicing Security Officer in consultation with the Office of Security. (The Office of Security routinely consults with appropriate agencies regarding the use of non-U.S. citizens on task orders and can provide up to date information concerning this matter.)

Other site specific security requirements may be applicable and may be task driven; in some instances this may prohibit or otherwise limit the use of foreign nationals.