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 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) 287-1456/1457
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: M*A*-641.1
Washington, D.C. 20585-1615

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

Mr. Robert E. Wilson
Business Management IM-12/Germantown Building
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, D.C. 20585-1290
Phone: 301-903-4604 FAX: 301-903-3940
E-mail Address: robert.wilson@hq.doe.gov

The Alternate HQ COR is:

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

The Contractor shall use the HQ COR 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:

PWS Functional Area	***Primary COTM***	***Alternate COTM(s)***
Operations Support	***David K. Biser***	***Anthony (Tony) J. Castellano, Per Johnson, Harry W. Hixon, Kevin R. Cooke Jr.***

Systems Development/ Engineering	***James O. Sledge***	***Michael W. Boblitt, Peter Johnson, Harry W. Hixon, Kevin R. Cooke Jr.***
Cyber Security	***Adrian R. Gardner***	***Mary Ann Breland, Peter Johnson, Harry W. Hixon, Kevin R. Cooke Jr.***
IT Management Support	***Theanne Gordon***	***Kevin R. Cooke Jr., Peter Johnson, Harry W. Hixon***
DOE Common Operating Environment (COE/Excite II)	***Tony Castellano***	***David K. Biser, Peter Johnson, Harry W. Hixon, Kevin R. Cooke Jr.***

COTM Contact Information:

Name	***Phone/Fax***	***email address***
David K. Biser	***301-903-7902/Fax 3-2261***	***david.biser@hq.doe.gov***
Michael W. Boblitt	***301-903-4836/ 3-7045***	***Michael.Boblitt@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***
Adrian R. Gardner	***202-586-6596/ 6-7966***	***Adrian.Gardner@hq.doe.gov***
Theanne Gordon	***202-586-9958/ 6-6626***	***theanne.gordon@hq.doe.gov***
Harry W. Hixon	***GTN 301-903-2018/ 3-2261***	***harry.hixon@hq.doe.gov***
	Forrestal 202-586-2018/ 6-7966	
Peter Johnson	***202-586-1216/ 6-7966***	***pete.johnson@hq.doe.gov***
James O. Sledge	***301-903-2883/ 3-7045***	***james.sledge@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:

U.S. Department of Energy
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. The CO shall be provided a copy of the approval authorization for actions exceeding the $100,000.00 simplified acquisition threshold for review/concurrence. 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.

(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 CO. ***Except for the Pre-Award PWS Compliance Review by a cognizant COTM,*** 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.

(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.

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.