

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 82
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2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0003939	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6. ADMINISTERED BY (If other than Item 5)	CODE
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CONFORMED THROUGH MODIFICATION #004

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) INDUSTRIAL ECONOMICS, INCORPORATED Attn: ROBERT E. UNSWORTH 2067 MASS AVE STE 4 CAMBRIDGE MA 021401340	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 007977887	FACILITY CODE	11. SHIP TO/MARK FOR
		12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$24,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Matthew R. Carpenter
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of the Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 09 / 24 / 2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003939

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NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED (A)	SCOPE OF WORK (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 04-2735625 DUNS Number: 007977887 Los Alamos National Laboratory Natural Resource Damage Assessment IGF::OT::IGF FOB: Destination Period of Performance: 09/24/2015 to 09/23/2020 LANL NRDA				24,000,000.0 0

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Time-and-Materials (T&M) and Firm-Fixed-Price (FFP) task orders will be issued. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work which are described in the Section C – Performance Work Statement:

- Task 1: Conduct Natural Resource Damage Assessment Activities
- Task 2: Prepare a Restoration Plan and Compensation Determination Plan, a Report of Assessment, and a Restoration Plan
- Task 3: Prepare the Administrative Record
- Task 4: Maintain Trustee Council Website, Facilitate Trustee Council meetings, and Perform Administrative Support Activities to Trustee Council

B.2 CEILING PRICE OF MASTER CONTRACT

Contract Term	<u>Five Years</u>
Contract Price (Estimated Maximum)*	<u>\$24,000,000.00</u>

**Task orders may be issued up to the estimated maximum value of the master contract at the fully-burdened labor rates established in Section J, Attachment A.*

B.3 GUARANTEED MINIMUM AND ESTIMATED MAXIMUM VALUES

- (a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$50,000.00
- (b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$24,000,000.00.

C.4 FUNDING

Funding will be obligated to each individual task order up to the ceiling price of the master contract. All task orders issued under this contract count towards the ceiling price of \$24,000,000.00, and the total cumulative value of the task orders issued shall not exceed the contract ceiling price.

B.5 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE CLINS)

- (a) If a firm-fixed-price task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the TASK ORDER will be the lower of the amount of funds allotted to the TASK ORDER or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each TASK ORDER there is:
- (1) a fixed price for the action;
 - (2) a fixed amount of work that corresponds to the firm-fixed-price;
 - (3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;
 - (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - (5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - (6) an obligation that the Government will pay the Contractor for the work the Contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.
- (b) For each TASK ORDER:
- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the TASK ORDER;
 - (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated firm-fixed-price for each of the firm-fixed-price TASK ORDERS issued:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded TASK ORDER before the TASK ORDER is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow,

that is, because the maximum Government obligation for a firm-fixed-price TASK ORDER is the allotted funds for the TASK ORDER, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

- (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the firm-fixed-price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
 - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the TASK ORDER, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the firm-fixed-price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
 - (5) the Contractor agrees to provide the fixed amount of work for the firm-fixed-price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each TASK ORDER:
- (1) The firm-fixed-price (of both the entire TASK ORDER and of the current cumulative amount of funds allotted to the TASK ORDER at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
 - (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - (3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the TASK ORDER's firm-fixed-price and
 - ii. the Contractor must provide the work the contract requires for the TASK ORDER.
- (d) The firm-fixed-price for each TASK ORDER will be listed in Section B of each individual TASK ORDER.
- (e) The Planned Funding Schedule for each TASK ORDER will be listed in each individual TASK ORDER. The sum of the planned funding for each TASK ORDER equals the firm-fixed-price of the TASK ORDER.

- (f) The Actual Funding Schedule for each TASK ORDER will be listed in each individual TASK ORDER. It specifies the actual amount of funds allotted and presently available for payment by the Government and the work to be performed for the funds allotted.
 - (1) The Contractor may bill against a TASK ORDER only after the Government has allotted funds to the TASK ORDER and the Contractor has delivered the services and earned amounts payable for the TASK ORDER.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the contract's requirements for the TASK ORDER, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a TASK ORDER per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple firm-fixed-price contract for that TASK ORDER regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
 - (1) The Government's and the Contractor's obligations under the contract for the TASK ORDER—with the exception that the Government's obligation for the TASK ORDER is limited to the total amount of funds allotted by the Government to the TASK ORDER and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the TASK ORDER were both firm-fixed-price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that TASK ORDER; and neither the firm-fixed-price for the TASK ORDER nor any other term or condition of the contract will be affected due to the TASK ORDER's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a TASK ORDER per or earlier than all of the funding dates in the Planned Funding Schedule for the TASK ORDER, the Government has met all of its obligations just as if the TASK ORDER were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the TASK ORDER were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time

in performing work for the TASK ORDER that exceed the total amount of funds allotted by the Government to the contract for the TASK ORDER

- A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the contract and
 - C. if it fulfills all of its obligations for that TASK ORDER and the Government allots funds to the TASK ORDER equal to the TASK ORDER's firm-fixed-price, the Government will pay it the firm-fixed-price for the TASK ORDER and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a TASK ORDER by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the TASK ORDER were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the TASK ORDER were fully funded; consequently, if the Government subsequently terminates the TASK ORDER it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the TASK ORDER; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the TASK ORDER in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the TASK ORDER by the Government.
- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the TASK ORDER.
 - (3) The Government may require the Contractor to continue performance of that TASK ORDER for as long as the Government allots funds for that TASK ORDER sufficient to cover the amount payable for that TASK ORDER.

- (i) If the Government does not allot funds to a TASK ORDER per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and:
 - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that TASK ORDER;
 - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract;
 - (3) if the Government subsequently terminates the TASK ORDER, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the TASK ORDER; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either TASK ORDER:
 - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the TASK ORDER; and
 - (2) The Contractor is not obligated to continue performance under this contract related to the TASK ORDER or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the TASK ORDER.

- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a TASK ORDER, which will remain at all times the Government's maximum liability for a TASK ORDER. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a TASK ORDER in excess of the total amount allotted by the Government to this contract for a TASK ORDER, whether earned during the course of the contract or as a result of termination.

- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a TASK ORDER unless they contain a statement increasing the amount allotted.

- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

SECTION C - DESCRIPTION/SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) **FOR** **LOS ALAMOS NATIONAL LABORATORY (LANL)** **NATURAL RESOURCE DAMAGE ASSESSMENT (NRDA) SUPPORT** **SERVICES**

C.1 GOALS AND OBJECTIVES

This Performance Work Statement (PWS) sets forth the tasks to be performed to complete a Natural Resource Damage Assessment (NRDA) and Restoration Plan based on injuries to natural resources from the release of hazardous substances from the Los Alamos National Laboratory (LANL). The objectives of the NRDA for LANL include:

- Conducting a Type B NRDA consistent with NRDA regulations at 43 CFR §§ 11.60 – 11.84, and other relevant guidance.
- Preparing a Restoration and Compensation Determination Plan consistent with 43 CFR §§ 11.81 – 11.84 (which may be part of the Report of Assessment), and other relevant guidance.
- Preparing a Report of Assessment consistent with 43 CFR § 11.90, and other relevant guidance.
- Preparing a Restoration Plan (to include an Environmental Assessment) consistent with the 43 CFR §§ 11.92 – 11.93, the National Environmental Policy Act (NEPA), and other relevant guidance. Plan will be referred to as a Restoration Plan/Environmental Assessment.
- Assisting the Los Alamos Laboratory Natural Resource Trustee Council (Trustee Council) with identification and selection of early restoration projects.
- Assisting the Trustee Council with conducting a public participation process for development of the Restoration and Compensation Determination Plan and the selection of restoration projects.
- Conducting the work under this PWS as expeditiously and efficiently as possible by, for example, utilizing existing data and reasonably conservative assumptions where possible.

C.1.1 LANL NRDA Project Background

In early 2008, the State of New Mexico, through the Office of Natural Resource Trustee (ONRT), the U.S. Department of Energy (DOE) and several other federal and tribal entities in the LANL region re-initiated an effort to pursue a NRDA based on releases of hazardous substances from LANL. The effort was established pursuant to a memorandum of agreement (MOA) executed in June 26, 2008. The MOA created the

Trustee Council that included DOE, the U.S. Department of Interior (DOI), the U.S. Department of Agriculture, the State of New Mexico, and San Ildefonso Pueblo. Jemez Pueblo and Santa Clara Pueblo joined the Trustee Council pursuant to an amendment to the MOA executed in January 6, 2010. In June 2013, the Trustees received notice that DOI would withdraw from membership of the Trustee Council. The MOA was revised and amended a second time, and executed in 2013 by all remaining parties. The Trustee Council has been and continues to work cooperatively on the NRDA.

Applicable statutes and regulations include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§ 9601 et seq.; DOI NRDA regulations, 43 CFR Part 11; the Clean Water Act, 33 USC §§ 1251 et seq.; the Oil Pollution Act of 1990, 33 USC §§ 2701 et seq.; the Department of Energy Organization Act, 42 U.S.C. §§ 7101 et seq.; and the New Mexico Natural Resources Trustee Act, NMSA 1978, §§ 75-7-1 et seq. Other sources that inform the LANL NRDA include DOI Guidance and best practices.

Using 43 CFR § 11.31 as guidance for implementation of a NRDA, the Trustee Council with the assistance of a technical contractor prepared a draft LANL Assessment Plan. Public comment on the draft LANL Assessment Plan was received in the fall 2013, and the LANL Assessment Plan was finalized by the Trustee Council on April 30, 2014.

C.2 SCOPE OF WORK

The Contractor shall assist the Trustee Council with undertaking an NRDA for injuries to natural resources from releases of hazardous substances from LANL. To complete the NRDA, the Contractor shall utilize the work already completed for the Trustee Council; including the final LANL NRDA Plan (see <http://www.lanlnrda.org/>). The Contractor shall work closely with the Trustee Council in all phases of the scope of work. The Contractor shall furnish qualified personnel, equipment, materials, and services to perform the scope of work detailed in this PWS.

C.2.1 Task 1: Conduct Natural Resource Damage Assessment Activities

Consistent with 43 CFR 11, and other relevant guidance, and utilizing the information in the LANL NRDA Plan, the Contractor shall develop and implement innovative approaches to expedite the timeframe and efficiently complete the activities necessary to conduct a NRDA, consistent with NRDA regulations at 43 CFR §§ 11.60 – 11.84.

Table C-1 contains a list of potential assessment activities the Trustee Council has identified to assist the Contractor in identifying and quantifying the scale of natural resource injuries at LANL. The table includes activities associated with Tasks 1, 2, and 3. Task 1 activities are described below.

The Contractor shall complete the following:

- C.2.1.1 The Contractor shall conduct initial meeting with Trustee Council or individual Trustees and develop injury quantification estimates for injured resources and the services they provide.
- C.2.1.2 If requested by the Trustee Council, the Contractor shall prepare a Preliminary Estimate of Damages (PED) consistent with the guidance provided at 43 CFR § 11.38 and other relevant guidance. When available, the Contractor will consider existing and readily available information to develop the PED. This information may include the LANL Preliminary Injury Estimates (PIEs) prepared during the LANL Assessment Planning phase. The available information, such as that pertaining to lost Pueblo services, may not be adequate to inform all subjects of the PED, and additional information gathering may be necessary as outlined in the LANL NRDA Plan.
- C.2.1.3 The Contractor shall complete a review and analysis of existing site-specific data relating to surface water, groundwater, air, geological, and biological resources that may have been adversely impacted by releases of hazardous substances as a result of LANL activities.
- C.2.1.4 The Contractor shall facilitate Trustee Council consensus on determining representative resources for each of the habitat areas and any resources of specific concern. Habitat types are broadly defined as canyon bottom habitat, upland terrestrial habitat, and aquatic habitat.
- C.2.1.5 The Contractor shall evaluate baseline conditions of affected resources—that is, conditions that would have existed had the discharge or release of hazardous substances under investigation *not* occurred-- and report to the Trustee Council for review, comment, and approval.
- C.2.1.6 The Contractor shall review literature-based data from LANL (as cited in the February 2014 *NRDA Plan* or other published reports) and present recommendations for revisions to planned assessment activities to the Trustee Council.
- C.2.1.7 The Contractor shall evaluate the Assessment activities as stated in *the NRDA Plan* and as shown in Table C-1 below, and discuss an approach for phasing the execution of activities with the Trustee Council. The Contractor shall identify any relevant data gaps and propose options for appropriately filling those gaps, including the use of reasonably conservative assumptions, alternative approaches (e.g. systems-based and/or restoration-focused approaches), and/or additional field-centric approaches for data collection and analysis.

- C.2.1.8 The Trustee Council may request the Contractor to design and implement any necessary studies that would provide additional data. The Contractor may propose to reconfigure studies to fill data gaps more effectively and efficiently
- C.2.1.9 For natural resources with sufficient data, or where reasonable conservative assumptions can be made and agreed to by the Trustee Council, the Contractor shall estimate service losses.
- C.2.1.10 The Contractor shall estimate percentage service loss and spatial extent of injuries for each habitat or resource of specific concern. The Contractor shall facilitate agreement among the Trustees on a method and one or more thresholds for calculating adverse impacts to natural resources and associated lost services by releases at or from LANL.
- C.2.1.11 The Contractor shall quantify the total volume of injured groundwater and the associated lost services. The Contractor shall estimate the probable migration of existing groundwater contaminant plumes, both on and off site, under a reasonable range of likely remedial scenarios.
- C.2.1.12 The Contractor shall work with the Trustee Council to identify valuation methods and restoration-based alternatives for compensating for injuries identified in Task 1, including but not limited to restoration actions that will replace public losses, and the cost of these actions.

C.2.2 Task 2: Prepare a Restoration and Compensation Determination Plan, a Report of Assessment, and a Restoration Plan/Environmental Assessment following review process described in section C.3.2.6

- C.2.2.1 The Contractor shall estimate the damages, if any, resulting from any injuries identified as a result of Task 1 , and produce a Draft Restoration and Compensation Determination Plan consistent with 43 CFR §§ 11.81 – 11.84 and other relevant guidance. The Restoration and Compensation Determination Plan may be part of the Report of Assessment.
- C.2.2.2 The Contractor shall assist the Trustee Council with the public participation process and shall develop the Report of Assessment/Final Restoration and Compensation Determination Plan consistent with 43 CFR § 11.81 and other relevant guidance. This assistance shall include preparation of a “comment response document” summarizing written

and oral comments received on the draft plan for submission to the Trustee Council for review and approval. The final plan will reflect disposition of comments received as documented in the response document.

- C.2.2.3 The Contractor shall quantify injury to natural resources and the services they provide based on the methodology and threshold or thresholds established by the Trustee Council, and shall prepare a Report of Assessment consistent with 43 CFR § 11.90 and other relevant guidance.
- C.2.2.4 The Contractor shall develop written descriptions of potential restoration projects, including early restoration projects, based on the Report of Assessment/ Restoration and Compensation Determination Plan. The Contractor shall evaluate potential restoration projects with Trustee Council-approved criteria and shall prepare a draft and final Restoration Plan/Environmental Assessment consistent with 43 CFR §§ 11.92 – 11.93, NEPA, and other relevant guidance.
- C.2.2.5 The Contractor shall assist the Trustee Council with the public participation process for the Restoration Plan/Environmental Assessment consistent with 43 CFR §§ 11.81 and 11.93, NEPA, and other relevant guidance. This assistance shall include preparation of a “comment response document” summarizing written and oral comments received on the draft plan for submission to the Trustee Council for review and approval. The final plan will reflect disposition of comments received as documented in the response document.

C.2.3 Task 3: Prepare the Administrative Record

- C.2.3.1 The Contractor shall prepare an electronic Administrative Record of all documents and materials relied upon for the NRDA, the Restoration and Compensation Determination Plan, the Report of Assessment, the Restoration Plan/Environmental Assessment and other activities performed by the Trustee Council.

C.2.4 Task 4: Maintain Trustee Council Website and Perform Administrative Support Activities to Trustee Council

- C.2.4.1 The Contractor shall maintain and update the Trustee Council website ensuring that all significant public documents produced by the Trustee Council are placed on the website.

C.2.4.2 The Contractor shall provide administrative support activities to Trustee Council such as comment resolution, meeting minutes, and tracking of actions.

C.2.5 Activities/Deliverables

C.2.5.1 The Contractor shall develop a project schedule for each task order issued under the contract which shall be included in the task order’s Project Management Plan as outlined in Section C.3.2.1. The schedule of activities/deliverables provided below is a partial estimate of the requirements under this contract. As task orders are issued, the Contractor shall provide a comprehensive schedule in the task order’s Project Management Plan for all required activities/deliverables as well as others deemed necessary by the Contractor. The Contractor shall perform the following activities and provide the following deliverables under the contract. All deliverables requiring Trustee Council review, revision, and approval will follow the process outlined in Section C.3.2.6. Due dates for deliverables will be specified in task orders.

Activity/Deliverables		Section
1.	Prepare Project Management Plan and revise per the Contracting Officer Representative’s (COR’s) direction.	C.3.2.1
2.	Attend Site Orientation Briefing and Tour.	C.3.2.3
3.	Conduct initial meeting with Trustee Council or individual Trustees, if required.	C.2.1
4.	Evaluate the Assessment Activities and discuss an approach for phasing the execution of activities with the Trustee Council.	C.2.1
5.	Develop injury quantification estimates for injured resources and the services they provide.	C.2.1.1
6.	Prepare a PED consistent with the guidance provided at 43 CFR § 11.38 and other relevant guidance, if requested.	C.2.1.2
7.	Complete a review and analysis of existing site-specific data related to surface water, groundwater, air, geological, and biological resources that may have been adversely impacted by releases of hazardous substances on and from LANL activities.	C.2.1.3
8.	Review literature based data and present recommendations for revisions to planned	C.2.1.6

	assessment activities to Trustee Council.	
9.	Determine, with consensus of Trustee Council, representative resources for each of the habitat areas and any resources of specific concern.	C.2.1.4
10.	Evaluate baseline conditions for each affected resource and report to Trustee Council for review, comment, and approval.	C.2.1.5
11.	Identify data gaps and propose options to Trustee Council.	C.2.1.7
12.	Design and implement any necessary studies and/or recalibrate existing studies to fill data gaps.	C.2.1.8
13.	Establish percentage service loss and spatial extent of injuries for each habitat or resource of specific concern and facilitate agreement among the Trustees on a method and the thresholds for calculating adverse impacts to natural resources.	C.2.1.10
14.	Work with Trustee Council to identify valuation methods and restoration-based alternatives for compensating for injuries.	C.2.1.12
15.	Prepare and submit a Preliminary Draft Restoration and Compensation Determination Plan (RCDP) to the Trustee Council for review and comment.	C.2.2.1
16.	Prepare a Final Draft RCDP for review, comment and approval by the Trustee council; the revised Final Draft Plan will be used for public review and comment.	C.2.2.2
17.	Support the Trustee Council in preparing for and facilitating a public meeting on the final draft RCDP.	C.2.2.2
18.	Prepare a summary of written and oral public comments on Final Draft RCDP and proposed disposition for Trustee Council review, revision, and approval.	C.2.2.2
19.	Incorporate public comments into Plan and prepare an appropriately-scaled Final RCDP for Trustee approval.	C.2.2.2
20.	Prepare and submit a Preliminary Draft Report of Assessment consistent with 43 CFR § 11.90 to the Trustee Council for review and comment.	C.2.2.3
21.	Incorporate Trustee Council comments into the Preliminary Draft Report of Assessment and prepare a Final Report of Assessment for Trustee	C.2.2.3

	approval.	
22.	Prepare and submit a Preliminary Draft Restoration Plan/Environmental Assessment to the Trustee Council for review and comment.	C.2.2.4
23.	Prepare a Final Draft Restoration Plan/Environmental Assessment for review, comment and approval by the Trustee council; the revised Final Draft Plan will be used for public review and comment.	C.2.2.4
24.	Support the Trustee Council in preparing for and facilitating a public meeting on the draft Plan.	C.2.2.5
25.	Prepare a summary of written and oral public comments and proposed disposition for Trustee Council review, revision, and approval.	C.2.2.5
26.	Incorporate public comments into Plan and prepare a Final Restoration Plan/Environmental Assessment for Trustee approval.	C.2.2.5
27.	The Contractor shall prepare an electronic Administrative Record of all documents and materials relied upon for the NRDA, the Restoration and Compensation Determination Plan, the Report of Assessment, the Restoration Plan/Environmental Assessment and other activities performed by the Trustee Council.	C.2.3.1
28.	The Contractor shall maintain and update the Trustee Council website ensuring that all significant public documents produced by the Trustee Council are placed on the website.	C.2.4.1
29.	The Contractor shall provide administrative support to Trustee Council such as recording Trustee Council meeting notes, coordinating agendas, and other administrative tasks.	C.2.4.3
30.	For each deliverable requiring Trustee Council review and approval, create and maintain a comment log.	C.3.2.6 a,b,c,d
31.	Submittal of the record file to the COR.	C.3.2.12
32.	On a yearly basis the Contractor shall provide a report to the Contracting Officer calculating the percentage of work and reflecting compliance with the requirements set forth in FAR 52.219-14. In addition the Contractor shall provide sufficient documentation on how the percentage was computed. The report shall be fully supported, including but not limited to, a	I.37

	narrative explanation and backup supporting documentation, to allow the CO and COR to fully understand the computation and the basis of the computation.	
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C.3 TECHNICAL REQUIREMENTS

C.3.1 Technical Specifications

The Contractor must follow the technical specifications that apply directly to the development and finalization of specified plans listed in Section C.2.2. As such, the deliverables identified in this PWS must follow the regulations and DOI NRDA Implementing Procedures unless deviations are approved by the COR in writing on an individual task order basis. The Contractor will be expected to provide the Trustee Council with recommendations for efficiencies that can be realized for any portions of the natural resource damage assessment process covered under this contract.

C.3.2 Other Requirements

The Contractor shall conduct site visits as necessary and shall attend Trustee Council meetings in person or by telephone, as determined by the Trustee Council. The development of the Restoration and Compensation Determination Plan, Report of Assessment, and Restoration Plan/Environmental Assessment shall generally be performed at the Contractor's offices.

- C.3.2.1 In addition to individual task order work plans that may be required, the Contractor shall prepare an overall Project Management Plan based on the tasks in this PWS and relevant requirements and guidance, as follows:
 - a. The Project Management Plan shall be submitted to the COR for evaluation. The Contractor shall make any revisions recommended by the COR. The Contractor may review and recommend additional revisions to the COR; however, all revisions must be approved by the COR.
 - b. The Project Management Plan shall identify how the work under the task order will be addressed. It shall include (1) a description

of methods proposed to plan, manage, control, and report on the work; (2) a project organization chart with a description of the roles and responsibilities of key individuals and groups; (3) a staffing plan for cost-effective utilization of staff resources and a process proposed for maintaining communication and control regardless of project staff location; (4) a proposed work breakdown structure for planning, managing, and reporting purposes; (5) a schedule for completion of the work; (6) a proven approach for managing project risk derived from cost, schedule, technical, public, or regulatory unknowns; and (7) a quality assurance plan, described further below.

- c. The Project Management Plan shall include a quality assurance plan for executing the work that describes how the Contractor will track, validate, and calculate data to be used in development of the plans listed in Section C.2.2. The quality assurance plan shall include a change tracking system. The quality assurance plan shall include a document style guide that addresses writing style, format, table and figure presentation, use of numerical units, and referencing. All deliverables shall exhibit correct spelling and grammar, and shall use a professional format without any corporate tags (such as headers, footers, or stationery). **Rework of deliverables due to errors of this nature (rather than changes) shall be done at no additional charge to DOE.** All deliverables shall be clear and concise, and consistent with applicable NRDA regulations and guidance.
- d. All work under each task order shall be completed in accordance with the task order's Project Management Plan. The Contractor shall furnish all labor, materials, equipment, facilities, transportation, and incidentals necessary to perform the work under each task order in accordance with the task order PWS.

C.3.2.2 The Contractor shall establish, maintain, and use a performance measurement system that accurately records and reports performance under each task order against task order requirements. The Contractor shall submit a Monthly Progress Report for each task order not later than the eighth business day prior to the end of each calendar month. For firm fixed-price task orders (where management is established by performance milestones, schedules, and percentage of project completion), the performance measurement system must provide adequate insight into potential risks to DOE relating to achievement of cost, schedule and technical performance objectives, as determined by the contracting officer. For Time-and-Materials task orders, the performance measurement system must provide a sufficient level of detail to demonstrate progress against planned scope, schedule, and

budget, as well as brief descriptions of issues and the Contractor's plans for recovery of undesirable cost and schedule variances.

- C.3.2.3 A task order will be issued immediately upon award of this contract under which the Contractor shall be required to attend a three day orientation briefing and tour of LANL, to be arranged within one week of award of the contract and issuance of the task order. The purpose of this briefing is to introduce the Contractor to the Trustee Council, and provide an opportunity for the Contractor to ask questions regarding the site environmental setting, site operations, data sources and access, etc. At a minimum, the attendees should include the project manager and other resource area leads for up to five people. DOE will approve the final list of attendees. If there is insufficient time to have substantive discussions with the Trustee Council during the orientation session, DOE will arrange for additional meetings within 30 days of award if possible.
- C.3.2.4 During the same week as the orientation meeting, the Contractor shall meet separately with the COR and other DOE officials to discuss the contract expectation and submittals, and retrieval and utilization of existing data.
- C.3.2.5 The Contractor shall include an overall project schedule in its proposal. The schedule will be updated and submitted as part of the Project Management Plan. Note: individual task orders may require a separate, detailed schedule.
- C.3.2.6 All reports identified in this PWS shall follow a review process:
- a. The Trustee Council requires two rounds of review, for a duration of 30 calendar days per review, for the draft Restoration and Compensation Plan, the draft Report of Assessment, and the draft Restoration Plan deliverables. The Trustee Council may request review of other deliverables in Task 1 and Task 2. In addition, DOE will perform a quality check of the final draft document, with a DOE review period of five business days, prior to finalization of the documents for print. The Contractor shall work with DOE to obtain and resolve Trustee comments.
 - b. Where a task requires a presentation of a report or a discussion with the Trustee Council, the report or discussion materials will be transmitted to the Trustee Council a minimum of five working days prior to the Trustee Council Meeting.
 - c. Deliverables for the second round of review and draft final documents shall include a red-line/strikeout draft as well as a read copy draft.

- d. All comments shall be responded to in a comment log (format to be developed by the Contractor) that contains the following:
 - i. A statement or summary of each comment made by the Trustee Council, an individual Trustee, or a member of the public;
 - ii. The identity and affiliation, if any, of each commenter; and
 - iii. A statement describing the final disposition for each comment in the document.
- C.3.2.7 All reports shall be provided in Microsoft Word format, with the final report/document provided in .pdf format. DOE will distribute final documents to the Trustees and other interested parties and public reading rooms as applicable.
- C.3.2.8 Documentation, rationale, and/or references shall be furnished for all analytical assumptions. Calculation packages shall be furnished with all technical analysis. All technical calculations and analysis will be validated for accuracy.
- C.3.2.9 The Contractor will be required to participate in Trustee Council meetings at locations to be specified by DOE and to participate in conference calls with the Trustees. The Contractor is to provide draft meeting minutes for all meetings or conference calls the Contractor participates in for the Trustee Council review, comment, and approval.
- C.3.2.10 The Contractor will provide 20 printed and bound copies of the Draft and Final versions of: the Restoration and Compensation Determination Plan, the Report of the Assessment, and the Restoration Plan/Environmental Assessment for distribution to the Trustee Council and the public.
- C.3.2.11 The Contractor shall maintain an electronically-based record file of all documents, reports, calculations, etc. used to prepare reports and supporting deliverables in this PWS. The file must have search capabilities and be kept current as work progresses. Records placed in the file may be both hard copy and electronic. Custodial transfer of the record file may occur at any time during the document preparation process at the request of the COR, and shall occur after the distribution of the final deliverables. The Contractor shall deliver the record file at a time and to a place designated by the COR.

C.3.3 Place of Performance

The Contractor shall conduct site visits as necessary; however, the actual development of documentation shall be performed at Contractor facilities. Location(s) for Trustee meetings will be provided by DOE.

C.3.4 Resource Requirements and/or Government Furnished Property

No resources/equipment, other than data and documents, will be made available by DOE.

C.3.5 Travel Requirements

Contractor travel is authorized for appropriate site investigations, meetings, and other activities and shall be reviewed and approved by the Contracting Officer on individual task orders. Travel shall be in accordance with Federal Travel Regulations. For each potential location, the Contractor shall propose the number of trips, personnel, days, air fare, rental car, per diem, and other costs estimated to be required.

Table C-1: Ongoing and Planned NRDA Studies

The following studies and activities are being considered for implementation by the Trustee Council in order to assess the magnitude of natural resource injuries resulting from hazardous substance releases from LANL and the specific set and scale of restoration projects that will be implemented to make the public whole for such injuries. The Trustee Council has conducted a preliminary review of data as part of the assessment planning process and anticipates the NRDA will begin with a formal evaluation of available data, followed by implementation of field studies or use of reasonably conservative assumptions, if necessary, to fill data gaps. Ongoing efforts and planned studies are identified below.

CATEGORY / RESOURCE	ACTIVITY	OBJECTIVE
INITIAL PRIORITIES (1)		
ENVIRONMENTAL MEDIA	Review of available environmental media contamination data in Intellus	Summarize available surface water, soil, and sediment data and compare to information on adverse ecological effects from peer reviewed literature.
	Compilation and review of site-specific information on potential adverse impacts to biota	Summarize available information on impacts to biota and compare to information on adverse ecological effects from peer reviewed literature.
BIOTA	Review of site-specific toxicity studies and development of additional sampling plans as necessary	Compile and review available soil and sediment and/or plant toxicity studies to determine what conclusions may be drawn with respect to injury determination and quantification for environmental medium and associated biota.
CONTAMINANTS OF CONCERN	Identify contaminants of concern and develop ecotoxicological profiles	Determine the major contaminants of concern for injury assessment and develop profiles summarizing ecotoxicity information.
DATA MANAGEMENT	Treatment of non-detects in studies analyzing existing data	Evaluate the range of options for handling non-detect sample results in order to determine a preferred path forward for treatment of non-detects in existing data.
NEARER-TERM PRIORITIES (2)		
ENVIRONMENTAL MEDIA	Review of available data on surface water flow frequency and volume in assessment area canyons	Compile and review information on surface water flow in order to better characterize when and for how long canyons are understood to be wet habitat.
	Evaluation of the impact of wildland fires on pathway, injury, and restoration	Determine and evaluate the role of wildlife fires as a pathway, as a baseline ecological factor, and as a possible basis for restoration actions.
	Soil and sediment geospatial evaluation	Identify which surficial soils and sediments are likely to have been exposed to contamination, and identify geographic areas where additional sampling may be necessary to characterize contamination for injury assessment purposes.
	Exploration of historical soil and sediment contaminant concentrations	Explore historical soil and sediment contaminant concentrations and evaluate whether additional sampling is warranted to determine soil and sediment baseline conditions.

CATEGORY / RESOURCE	ACTIVITY	OBJECTIVE
GROUNDWATER	Define the baseline services provided by groundwater and service losses attributable to hazardous substance contamination	Describe the services provided by groundwater in and around LANL under baseline conditions and how these services have been impacted by the release of hazardous contaminants.
HUMAN SERVICES	Inventory of institutional controls, description of associated limits on human use of the site, and identification of restoration projects	Determine the extent to which institutional controls at the LANL site, past, current, and expected future, are related to the release of hazardous contaminants, define the geographic scope and nature of these controls, and describe the types of human uses that may be impacted.
PUEBLO SERVICES	Resource characterization to facilitate assessment and restoration of pueblo lost services	Organize and present characterization and monitoring contaminant information for use by Pueblo members as well as the general public, determine where contamination has not been adequately characterized for NRDA purposes, and identify where additional characterization or monitoring of contaminant concentrations might be needed.
	Development of Pueblo-specific narratives of cultural use and perceptions of natural resources	Document the relationship between the affected Pueblo communities and injured natural resources, identify natural resources and nature and extent of services they provide, and document the risks and perception of risks associated with exposure to injured natural resources.
MIDDLE-TERM PRIORITIES (3)		
BIOTA	Fish tissue collection in relevant assessment area waters and evaluation of adverse effects	Conduct electroshocking to determine if/where fish are present, collect information on fish distribution, abundance, and deformities, collect fish tissue samples, analyze contaminant concentrations, assess potential correlations between field measures and exposure, and compare exposure to information on adverse ecological effects from peer reviewed literature.
	Evaluation of distribution, abundance, and exposure in herpetofauna	Collect information on amphibian and reptile species distribution and abundance, collect soil and/or sediment samples and possibly tissue samples, and determine whether correlations exist between distribution and abundance metrics and either habitat characteristics or measures of exposure to contaminants.
	Evaluation of abundance, exposure and adverse effects in avian species	Collect information on reproductive success, abundance, and diversity; evaluate the exposure of selected avian species to LANL-related contaminants, as indicated through measurements of contaminants in eggs; evaluate potential correlations between field metrics and exposure.
	Evaluation of abundance, exposure and adverse effects in mammalian species	Collect information on abundance and diversity; evaluate the exposure of selected mammalian species to contaminants of concern through measurements of contaminants in tissues; evaluate potential correlations between field metrics and exposure.
LONGER-TERM PRIORITIES (4)		
ECOLOGICAL SERVICE LOSSES AND DAMAGES	Quantification of lost ecological services	Compile and analyze resource-use specific information from previous analyses to quantify lost services.
	Determination and monetization of ecological damages	Identify and scale restoration projects needed to compensate for ecological injuries and associated lost services.

CATEGORY / RESOURCE	ACTIVITY	OBJECTIVE
GROUNDWATER SERVICE LOSSES AND DAMAGES	Quantification of injured groundwater, volume and time dimensions	Quantify injured groundwater volume and time dimensions using existing information and information obtained from activities listed in this Plan.
	Determination and monetization of groundwater damages	Identify and scale restoration projects needed to compensate for groundwater injuries and associated lost services.
PUEBLO SERVICE LOSSES AND DAMAGES	Assess Pueblo Service Losses	Identify data gaps and select and implement appropriate approach(es) to fill those gaps to determine Pueblo service losses associated with LANL hazardous substance releases.
	Determination and monetization of pueblo damages	Identify and scale restoration actions needed to compensate affected Pueblos for service losses experienced as a result of LANL hazardous releases.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract and task order by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement for each individual deliverable.
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

- (b) For any package, report, or other deliverable being delivered to a party other than the Designated Contracting Officer (DCO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the DCO.

SECTION E - INSPECTION AND ACCEPTANCE

**E.1 FAR 52.246-4, INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
(APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)**

- (a) Definition. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

E.2 FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (APPLIES TO TIME-AND-MATERIAL TASK ORDERS ONLY)

- (a) Definitions. As used in this clause— “Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
- (1) All or substantially all of the Contractor’s business;
 - (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
 - (4) “Materials” includes data when the contract does not include the Warranty of Data clause.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in

paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

- (1) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (2) Terminate this contract for default.

Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or
- (2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.3 INSPECTION

Inspection of all work and effort under this contract shall be accomplished by the Designated Contracting Officer (DCO), Designated Contracting Officer's Representative (DCOR) or his/her duly authorized Government representative.

E.4 ACCEPTANCE

Acceptance of all work and effort under this contract shall be accomplished by the DCO or his/her duly authorized representative.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)

F.2 FAR 52.242-17, GOVERNMENT DELAY OF WORK (APR 1984) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)

F.3 PLACE OF PERFORMANCE

The work will be performed primarily at the Contractor's facilities, LANL and surrounding areas, and Trustee meetings. The place of performance will be specified in each individual task order.

F.4 DELIVERABLES

Deliverables will be specified in each task order issued under the master contract. The Contractor shall provide the deliverables specified in each task order in accordance with the schedule requirements specified in each task order.

F.5 CONTRACT TERM

The contract term for ordering purposes shall be five years from the date of award of this contract. Firm-Fixed-Price (FFP) task orders shall not exceed five years in duration and Time-and-Materials (T&M) task orders shall not exceed three years in duration. Task orders may extend up to two years beyond the last day of the contract term.

F.6 EMCBC-F-1001 DELIVERY SCHEDULE

The delivery schedule shall be specified in each individual Task Order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 BILLING INSTRUCTIONS (APPLIES TO TIME-AND-MATERIAL TASK ORDERS ONLY)

Contractors should use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts. Vouchers shall be submitted for individual task orders and not for multiple task orders issued under this master contract if applicable.

Contractors should submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of vouchers

To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>.

Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

The voucher must include a statement of cost and supporting documentation for services rendered under each item of work listed in Section B.01 of this master contract, if more than one of these items of work are contained in a single task order. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

- (a) Statement of Cost: The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (1) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (2) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (3) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (4) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
 - (5) For all task orders issued under this master contract, the Contractor must prepare a Statement of Cost for each item of work listed in Section B.01 of this master contract, if more than one of these items of work are contained in a single task order, and a summary for the total invoiced cost for all items of work.
- (b) Supporting Documentation.
- (1) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
 - (2) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
 - (3) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
 - (4) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.2 BILLING INSTRUCTIONS - ALT I (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)

Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. The Standard Form can be found on the General Services Administration (GSA) website at:

<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

For Firm-Fixed-Price (FFP) task orders, the Contractor may propose a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone pursuant to Alternate I of FAR Clause 52.232-16, *Progress Payments*. For all such invoices, the Contractor shall provide a listing of the individuals who performed the work.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum.

G.3 DEFECTIVE OR IMPROPER INVOICES

The name, title, phone number, e-mail, and complete mailing address of those officials of the business concern who are to be notified when DOE receives a defective or improper invoice are as follows:

Name:

Title:

Phone Number:

E-mail:

Mailing Address:

G.4 CONTRACT ADMINISTRATION

- (a) The name and correspondence address of the Designated Contracting Officer (DCO) who will be responsible for the administration of the master contract and all task orders issued under the master contract is:

Christopher Lockhart
Environmental Management – Los Alamos Field Office
LANL MS-M984
PO Box 1663
Los Alamos, NM 87544-1663
Email: christopher.lockhart@em.doe.gov
Phone: (505) 206-2532

- (b) The name and correspondence address of the Contracting Officer's Representative (COR) who will be responsible for providing technical direction to the Contractor in the overall performance of the master contract:

Susan Lundquist
Environmental Management – Los Alamos Field Office
LANL Box 1663
PO Box 1663
Los Alamos, NM 87544-1663
Email: susan.lundquist@em.doe.gov
Phone: (505) 665-4953

Representative (DCOR) who will be responsible for providing technical direction to the Contractor in the performance of each task order issued under the master contract:

- (c) The name and correspondence address of the Designated Contracting Officer's

Susan Lundquist
U.S. Department of Energy

Performance of the work under each individual task order issued under the master contract shall be subject to the technical direction of the DCOR in accordance with Section I, DEAR Clause 952.242-70, *Technical Direction*. Any change to the COR designated to the master contract shall be made administratively by letter from the Contracting Officer or his/her designee consistent with DEAR Clause 952.242-70, *Technical Direction*. Any change to the DCOR designated to an individual task order shall be made administratively by letter from the DCO or his/her designee consistent with DEAR Clause 952.242-70, *Technical Direction*. In addition, a Technical Monitor will be designated for each subtask contained in the Performance Work Statement (PWS) of each individual task order issued. The Technical Monitor will be responsible for providing detailed technical guidance to the Contractor in the day-to-day performance of work under the subtask to which they are designated.

G.5 CORRESPONDENCE PROCEDURES

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

- (a) Contract Correspondence. Any correspondence affecting the basic (master) contract shall be addressed to the Contracting Officer identified in paragraph G.04 above.
- (b) Task Order Correspondence. Procedures for correspondence affecting an individual task order (s) only will be specified and described in each individual task order.
- (c) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the DCOR designated for an individual task order as well as to the Technical Monitor designated for an affected subtask in the PWS for that task order. Information copies of all technical correspondence shall be addressed to the DCO for the affected task order.

G.6 CORRESPONDENCE, REPORTS, AND DELIVERABLES

The following requirements apply to submission of all correspondence, reports, and deliverables:

- (a) The Contractor shall ensure that all correspondence, reports, and deliverables are as follows:
 - (1) Legible and sequentially numbered under each task order; and
 - (2) Written in clear, concise English.
- (b) The Contractor shall prepare transmittals as follows:
 - (1) Title page or cover sheet that identifies the contract and task order by number, author, deliverable(s), and date; and
 - (2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).
- (c) The Contractor shall submit correspondence, reports, and deliverables as follows:
 - (1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) and in hard copy as required and/or requested;
 - (2) Electronically authorize/sign all correspondence, deliverables and reports; and
 - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The Contractor shall also provide a list of the electronic files that are

being provided, along with a designation of the software used. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE

G.7 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

DOE shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to DOE.

G.8 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.9 CONTRACTING OFFICER

The Contracting Officer responsible for administration of the basic (master) contract is identified in Section G.04, *Contract Administration*. This individual shall be primarily responsible for all contractual actions required to be taken by DOE under the terms of this basic contract.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to DOE's Environmental Management Consolidated Business Center (EMCBC), Office of Contracting shall be authorized to take the

required contractual action(s) within the limits of his/her authority.

G.10 INDIVIDUALS AUTHORIZED TO ISSUE TASK ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EMCBC Contracting Officer

G.11 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officer identified in Section G.04, *Contract Administration*, the Contractor official who has the authority responsibility for managing, administering, and negotiating changes to the terms and conditions of this basis contract, as well as executing contract modifications on behalf of the Contractor.

G.12 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer - The person identified in Section G.04, *Contract Administration*, with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the master contract.

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as the person with authority to enter into and/or administer a task order issued under this contract. The DCO shall be identified in each individual task order.

Contracting Officer's Representative (COR) – The Contracting Officer's designated representative identified in Section G.04, *Contract Administration*, whose responsibilities apply to the administration of this contract as a whole. The extent of the COR's authority is defined in DEAR Clause 952.242-70, *Technical Direction*.

Designated Contracting Officer's Representative (DCOR) - The Contracting Officer's designated representative whose responsibilities apply to the administration of a specific task order issued under this contract. The DCOR shall be identified in each individual task order. The extent of the DCOR's authority is defined in DEAR Clause 952.242-70, *Technical Direction*.

Technical Monitor (TM) – Representative designated by the DCOR whose responsibilities apply to the administration of one or more specific subtasks included in the Performance Work Statement of a task order for which the DCOR has been designated as having administrative responsibility for. The TM will be

responsible for providing the Contractor with technical guidance at the subtask level and for providing the DCOR with regular updates concerning the Contractor's performance on those subtasks for which he/she is responsible for.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer is the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.3 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

H.4 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2014)

The Contractor agrees that none of the funds obligated under this contract or any task order issued under this contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.5 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract/task order requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to DOE or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer, or in the case of a task order issued under this contract, the Designated Contracting Officer (DCO), in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from DOE or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer or DCO, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by DOE, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer or DCO. From time to time upon request of the Contracting Officer or DCO, the Contractor shall supply DOE with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.
- (f) All of the Contractor's personnel who are assigned to work on task orders that are issued under this master contract shall complete and provide to the DCO a Notice of Nondisclosure Form.

H.6 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security

clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contract shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the DCO.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE - owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

- (d) The Contractor shall return to the DCO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.7 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT

Pursuant to Section I, DEAR Clause 52.245-1, *Government Property*, any Government-furnished facilities, property, or equipment to be provided shall be identified in each individual task order.

H.8 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.9 CONSERVATION OF UTILITIES

The Contractor shall instruct its employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.10 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

DOE may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the DCO or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.11 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
 - (1) The amount required by the state in which the work is being performed under applicable Worker's Compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.12 DIRECT LABOR RATES

For all task orders issued under the basic contract, the Contractor shall provide Direct Productive Labor Hours (DPLH) from the labor categories set forth at the fixed hourly labor rates indicated in Section J, Attachment D, Schedule of Fully Burdened Rates.

H.13 DISPUTES

In addition to any other clauses contained herein related to Alternate I of Section I, Clause 52.233-1, *Disputes*, any dispute between the Contractor and the Ordering Office shall be handled between the DCO identified in the task order and the Contractor.

H.14 ALTERNATE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a

'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.15 TASK ORDER CONTRACT TYPE

Under this basic contract, DOE may issue Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders. FFP task orders shall not exceed five years in duration and T&M task orders shall not exceed three years in duration. . All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs, travel and other direct costs, and total task order price.

H.16 TASK ORDER ADMINISTRATIVE INFORMATION

(a) Designated Contracting Officers (DCOs), as anticipated in FAR 52.216-18, *Ordering*, are all duly authorized DOE EMCBC Contracting Officers.

- (b) The DCO is responsible for all task order activities including requesting task proposals/task plans, awarding, funding, all administrative activities and evaluating contractor performance for all task orders issued. For tracking purposes, the DCO will issue task order number to each individual task order awarded under this contract.
- (c) The DCO will provide copies of task orders and task order modifications to the Contracting Officer for this basic/master contract. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the Contracting Officer. The Contracting Officer will provide copies of the contract and contract modifications to the DCO, upon request.

H.17 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall ensure that all employees that perform on-site services at LANL under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 days of the first date of performance on this contract and as least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.18 ORDERING PROCEDURE

Performance under this basic contract shall be subject to the following ordering procedure:

- (a) 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 Designated Contracting Officer (DCO) identified in Section G.04, *Contract Administration*, or his/her designee.
- (b) From time to time during the period of performance of this master contract, task orders will be issued in writing by the Contracting Officer or his/her designee to the Contractor designating:
 - (1) the task to be performed;
 - (2) the task order type (i.e., Firm-Fixed-Price or Time-and-Materials);
 - (3) the schedule of performance;
 - (4) authorized travel; and
 - (5) 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 time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, a task order which includes a ceiling price may be issued. In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.

- (c) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All task order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Request for Task Order Proposal (RTP) issued by the Contracting Officer or his/her designee, a Contractor Task Proposal. The Task Proposal is the Contractor's overall price for the completion of the task order. The Contractor's Task Proposal for Firm-Fixed-Price (FFP) task orders shall include:
 - (1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government. The Contractor may submit a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone pursuant to Alternate I of FAR Clause 52.232-16, *Progress Payments*.
 - (2) A total firm-fixed-price for the completion of the work described in the Performance Work Statement (PWS) of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, and other direct costs.
- (e) The Contractor's Task Proposal for Time-and-Materials (T&M) task orders shall include:
 - (1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
 - (2) Direct Productive Labor hours (DPLH), on a monthly basis by applicable labor category, and the total labor hours, including those in (4) below, estimated to be necessary to complete the task.
 - (3) The estimate for travel and other direct costs.
 - (4) An estimate for subcontractors and consultants, including DPLH, if applicable.

- (5) Other pertinent information.
- (6) The total estimated cost for completion of the task order.
- (f) The Contractor's Task Proposal is subject to the review and acceptance of the Contracting Officer or his/her designee. After a T&M task order is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or his/her designee a revised Task Proposal with detailed explanatory notes. Revised Task Proposals submitted by the Contractor are also subject to the review of the Contracting Officer.

H.19 POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the position descriptions/qualifications except as the Contracting Officer may authorize otherwise. The position qualifications will be provided in the contractor's proposal and shall be incorporated into the contract as in Section J, Attachment F.

H.20 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The contractor is required to report and obtain approval from the contracting officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.

H.21 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.22 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the CO.

H.23 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.24 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this

contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.29 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the contractor, dated (to be inserted at contract award), made in response to Solicitation No. DE-SOL-0006102 are hereby incorporated into this contract by reference.

H.28 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task Order when applicable.

H.29 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values.

The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.30 DOE-H-1061 KEY PERSONNEL

(a) Introduction

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract price for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Price Reductions for Changes to Key Personnel.

- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within three (3) years of being placed in the position, DOE may modify the Contract by reducing the contract price by \$0.00 for each and every occurrence of a change.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within three (3) years of being placed in the position, DOE may modify the contract by reducing the Contract price by \$0.00 for each and every occurrence of a change.
- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

(e) The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel.

Position Name
Project Manager
Lead Environmental Scientist

H.31 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap.index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

H.32 ENVIRONMENTAL RESPONSIBILITY

- (a) General. The Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the Hanford Federal Facility Agreement and Consent Decree [also known as the Tri-Party Agreement (TPA)], consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and Federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.

- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple Contractors are permittees.

SECTION I - CONTRACT CLAUSES

- I.1 FAR 52.202-1 DEFINITIONS (JAN 2012)**
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)**
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(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):

DOE IG Hotline Poster

Obtain from:

http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

(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--

(4) Is for the acquisition of a commercial item; or

(5) Is performed entirely outside the United States.

- I.11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**
- I.12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (MAY 2011)**
- I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**
- I.15 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)**
- I.16 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)**

- I.17 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)**
- I.18 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.19 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)**
- I.20 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)**
- I.21 FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
- I.22 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**
- I.23 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- I.24 FAR 52.215-17, WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**
- I.25 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- I.26 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.27 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

I.28 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) - ALTERNATE III (OCT 1997)

(a) *Exceptions from cost or pricing data.*

- (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If -

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed

upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

- (b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following

applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media:

<https://www.fedconnect.net/FedConnect/Default.htm>

I.29 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.30 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

- (a)(3) 30th

I.31 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through five years after the date of contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.32 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of \$0.00
 - (2) Any order for a combination of items in excess of 0.00 or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection FAR 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.33 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after two years from the last day of the contract's effective period.

I.34 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.35 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE(NOV 2011)

I.36 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS(MAY 2014)

I.37 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

I.38 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

I.39 FAR 52.222-3 CONVICT LABOR (JUN 2003)

I.40 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.41 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.42 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.43 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.44 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

I.45 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.46 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

I.47 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the

classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits
"TBD" (to be completed in each individual Task Order, if applicable)

- I.48 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**
- I.49 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION(AUG 2013)**
- I.50 FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**
- I.51 FAR 52.223-5 POLLUTION PREVENTION ANDRIGHT-TO-KNOW INFORMATION (MAY 2011)**
- I.52 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
- I.53 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**
- I.54 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
- I.55 FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**
- I.56 FAR 52.223-17AFFIRMATIVE PROCUREMENT OFEPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
- I.57 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- I.58 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- I.59 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- I.60 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENTAND COPYRIGHT INFRINGEMENT (DEC 2007)**
- I.61 FAR 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)**

- I.62 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)**
- I.63 FAR 52.232-17 INTEREST (OCT 2010)**
- I.64 FAR 52.232-18 AVAILABILITY OF FUNDS (APR1984)**
- I.65 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I.66 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)**
- I.67 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –
SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.68 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED
OBLIGATIONS (JUN 2013)**
- I.69 FAR 52.233-1 DISPUTES (JUL 2002)**
- I.70 FAR 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)**
- I.71 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I.72 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I
(JUN 1985)**
- I.73 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT
CLAIM (OCT 2004)**
- I.74 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,
EQUIPMENT, AND VEGETATION (APR 1984)**
- I.75 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- I.76 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN
1997)**
- I.77 FAR 52.242-13 BANKRUPTCY (JUL 1995)**
- I.78 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS(DEC
2010)**
- I.79 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**
- I.80 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)**
- I.81 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**

I.82 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE.(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

I.83 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.84 DEAR 952.202-1 DEFINITIONS

I.85 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

I.86 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.87 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

I.88 DEAR 952.208-70 PRINTING (APR 1984)

I.89 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

- (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

- I.90 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION.**
- I.91 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)**
- I.92 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

Fixed Price Clauses (apply to Fixed Price Task Orders only)

- I.93 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)**
- I.94 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**
- I.95 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**
- I.96 FAR 52.232-1 PAYMENTS (APR 1984)**
- I.97 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I.98 FAR 52.232-11 EXTRAS (APR 1984)**
- I.99 FAR 52.232-16 PROGRESS PAYMENTS (APR 2012); ALTERNATE I (MAR 2000)**
- (L) EACH INDIVIDUAL TASK ORDER WILL SPECIFY THE APPLICABILITY OF PROGRESS PAYMENTS.**
- I.100 FAR 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)**
- I.101 FAR 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)**
- I.102 FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**
- I.103 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**
- I.104 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**

Time-And-Material Clauses (apply to Time-And-Materials Task Orders only)

I.105 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

I.106 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.107 FAR 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

I.108 FAR 52.244-2 SUBCONTRACTS (JUN 2010)

(d) TBD

(j)

EcoChem, Inc.

Lee Wilson and Associates (LWA)

MacDonald Environmental Sciences, Ltd. (MESL)

New Mexico Institute of Mining and Technology (NMT)

NewFields Government Services, LLC (NewFields)

Research Planning, Inc. (RPI)

SC&A, Inc.

Gerald Taiaiake Alfred

Brookshire, McIntosh and Associates, LLC

Hopkins Ecological Consulting, LLC

Bedrock Statistics, LLC

I.109 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004);

ALTERNATE IV (SEP 1996)

I.110 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

SECTION J

LIST OF ATTACHMENTS

- ATTACHMENT A: LIST OF APPLICABLE FEDERAL LAWS AND REGULATIONS;
DOE DIRECTIVES; and STATE LAWS AND REGULATIONS**
- ATTACHMENT B: LANL DAMAGE ASSESSMENT PLAN**
<http://www.lanlnrda.org/wp-content/uploads/2014/05/Final-LANL-Natural-Resource-Damage-Assessment-Plan.pdf>
- ATTACHMENT C: WAGE DETERMINATION NO.: 2005-2361, Rev. No. 14, Date
of Rev. 06/19/2013 (SERVICE CONTRACT ACT)**
<http://www.wdol.gov/wdol/scafiles/std/05-2361.txt?v=14>
- ATTACHMENT D: SCHEDULE OF FULLY BURDENED LABOR RATES**

**SECTION J – ATTACHMENT J-A
LISTS A, B AND C**

LIST A - LIST OF APPLICABLE FEDERAL LAWS & REGULATIONS

LIST B - LIST OF APPLICABLE DOE DIRECTIVES

LIST C - LIST OF APPLICABLE STATE LAWS AND REGULATIONS

LIST OF APPLICABLE FEDERAL LAWS & REGULATIONS - LIST A

The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2, Laws, Regulations, and DOE Directives. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope.

The Contractor will notify DOE and a determination will be made regarding modification to the contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation	Regulation Title
10 CFR Part 719	Contractor Legal Management Requirements
10 CFR Part 707	Workplace Substance Abuse
10 CFR Part 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR Part 851	Worker Safety and Health Program
10 CFR Part 1021	National Environmental Policy Act Implementing Procedures
29 CFR 1910	Occupational Safety and Health Standards
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36 CFR Chapter 12, Subchapter B	Records Management
40 CFR Part 61	National Emission Standards for Hazardous Air Pollutants (NESHAPS)
40 CFR Part 300	National Oil and Hazardous Substances Pollution Contingency Plan (National Contingency Plan or NCP)
40 CFR Part 302	Designation, Reportable Quantities, and Notification
40 CFR Part 355	Emergency Planning and Notification
40 CFR Part 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR Part 763	Asbestos
41 CFR Part 101	Federal Property Management Regulations
41 CFR Part 102-36	Disposition of Excess Personal Property
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives
49 CFR Part 107	Hazardous Materials Program Procedures
49 CFR Part 171	General Information, Regulations, and Definitions
49 CFR Part 172	Hazardous Materials Table, Special Provisions, Hazardous materials Communications, Emergency Response Information, Training Requirements, and Security Plans
5 U.S.C. 552 et seq.	Freedom of Information Act (FOIA)
16 U.S.C. 470 et seq	National Historic Preservation Act
16 U.S.C 1531	Endangered Species Act
33 U.S.C. 1321	Clean Water Act (CWA)
33 U.S.C. 2602 and 2706	Oil Pollution Act (OPA)
42 U.S.C. 2297h-8(a)	Employee Protections
42 U.S.C 4321	National Environmental Policy Act (NEPA)
42 U.S.C. 6901	Resource Conservation and Recovery Act (RCRA)
42 U.S.C. 7101	Department of Energy Organization Act
42 U.S.C. 7384	Energy Employees Occupational Illness Compensation Program Act

	(EEOICPA), Public Law 106-398
42 U.S.C. 9607 and 9620	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
44 U.S.C. Chapter 21	National Archives and Records Administration
44 U.S.C. Chapter 29	Records Management NARA/GSA Administration/ General Services Administration
44 U.S.C. Chapter 31	Records Management by Federal Agencies
44 U.S.C. Chapter 33	Disposal of Records
44 U.S.C. Chapter 35	Coordination of Federal Information Policy
44 U.S.C. Chapter 36	Management and Promotion of Electronic Government Services

LIST OF APPLICABLE DOE DIRECTIVES - LIST B

The Contractor Requirements Documents of the DOE Directives listed below are applicable, in whole or in part, in accordance with Section I Clause entitled “DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)”. DOE directives may be found at <http://www.directives.doe.gov/>.

DOE Directive (Orders, Policies, Manuals, Guidance, and Standards)	Title/Subject Matter
DOE O 142.3A	Unclassified Foreign Visits and Assignments Programs
DOE O 150.1	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 205.1B change 2	Department of Energy Cyber Security Program
DOE O 206.1	DOE Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOE O 231.1B Change 1	Environment, Safety, and Health Reporting
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Change 1	Records Management Program
DOE O 251.1C	Departmental Directives Program
DOE O 252.1A Change 1	Technical Standards Program
DOE O 311.B	Equal Employment Opportunity and Diversity Program
DOE O 350.1 Change 4	Contractor Human Resource Management Programs
DOE O 413.1B	Internal Control Program
DOE O 414.1D Change 1	Quality Assurance
DOE O 422.1 Change 1	Conduct of Operations
DOE O 430.1B Change 2	Real Property Asset Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety System Management
DOE P 450.4A	Integrated Safety Management Policy
DOE O 451.1B Change 3	National Environmental Policy Act Compliance Program

DOE Directive (Orders, Policies, Manuals, Guidance, and Standards)	Title/Subject Matter
DOE O 458.1 Change 3	Radiation Protection of the Public and the Environment
DOE P 470.1A	Safeguards and Security Program
DOE O 470.4B – Change 1	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Change 1	Identifying and Protecting Official Use Only Information
DOE O 471.6, Admin Chg. 1	Information Security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 523.1	Financial Management Oversight
DOE O 534.1B	Accounting
DOE O 580.1A Change 1	Department of Energy Personal Property Management Program
DOE Personal Property Letter 970-3	High-Risk Personal Property
DOE-STD-1027-92, Change 1	Hazard Categorization and Accident Analysis Techniques
DOE-STD-1153-2002	A Graded Approach to Evaluating Radiation Doses to Aquatic and Terrestrial Biota
DOE-STD-1190-2007	Illness and Injury Surveillance Program Guidelines
DOE-STD-3006-2010	Planning and Conducting Readiness Reviews

LIST OF APPLICABLE STATE LAWS AND REGULATIONS- LIST C

The state laws and regulations listed in the table below contain requirements relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

State Law or Regulation	Title/Subject Matter
New Mexico Resources Trustee Act (NRTA)	NMSA 1978, 75-7-1 to -5

Solicitation DE-SOL-0006102 Attachment
 D - Table of Fully-Burdened Labor Rates

Labor Categories					
	Year 1	Year 2	Year 3	Year 4	Year 5
	Fully Burdened Labor Rate		Fully Burdened Labor Rate	Fully Burdened Labor Rate	Fully Burdened Labor Rate
Category					
Program Manager					
Lead Environmental Scientist					
Senior Manager 1					
Senior Manager 2					
Senior Manager 3					
Senior Manager 4					
Expert Consultant 1					
Expert Consultant 2					
Expert Consultant 3					
Expert Consultant 4					
Project Manager 1					
Project Manager 2					
Project Manager 3					
Project Manager 4					
Field Research Leader 1					
Field Research Leader 2					
Senior Analyst 1					
Senior Analyst 2					
Senior Analyst 3					
Technical Consultant 1					
Technical Consultant 2					
Technical Consultant 3					
Technical Consultant 4					
GIS Technician					
GIS Specialist					
Analyst 1					
Analyst 2					
Analyst 3					
Field Technician 1					
Field Technician 2					
Field Technician 3					
Librarian					
Communications Specialist					
Administrative/Clerical 1					
Administrative/Clerical 2					
Administrative/Clerical 3					
Administrative/Clerical 4					
EcoChem-Senior Manager 2					
EcoChem-Senior Manager 4					
EcoChem-Expert Consultant 3					
EcoChem-Expert Consultant 4					
EcoChem-Senior Analyst 1					
EcoChem-Senior Analyst 2					
EcoChem-Analyst 1					
EcoChem-Analyst 2					
EcoChem-Analyst 3					
EcoChem-Administrative/Clerical 2					
EcoChem-Administrative/Clerical 4					
Lee Wilson & Assoc-Senior Manager 4					
Lee Wilson & Assoc-Expert Consultant 4					
Lee Wilson & Assoc-Project Manager 1					
Lee Wilson & Assoc-GIS Specialist					
MESL-Senior Manager 4					
MESL-Senior Analyst 3					
MESL-Technical Consultant 3					
MESL-GIS Technician					

MESL-GIS Specialist							
MESL-Administrative/Clerical 4							
NMT-Senior Manager 3							
NMT-Senior Manager 4							
NMT-Expert Consultant 1							
NMT-Expert Consultant 2							
NMT-Expert Consultant 3							
NMT-Expert Consultant 4							
NMT-Project Manager 1							
NMT-Field Research Leader 2							
NMT-Senior Analyst 1							
NMT-Analyst 2							
NMT-Field Technician 2							
NewFields-Senior Manager 4							
NewFields-Expert Consultant 4							
NewFields-Senior Analyst 3							
NewFields-Technical Consultant 2							
NewFields-Technical Consultant 3							
NewFields-GIS Specialist							
NewFields-Administrative/Clerical 2							
RPI-Senior Manager 4							
RPI-Expert Consultant 2							
RPI-Expert Consultant 3							
RPI-Expert Consultant 4							
RPI-Senior Analyst 2							
RPI-Senior Analyst 3							
RPI-Technical Consultant 2							
RPI-Technical Consultant 3							
RPI-Technical Consultant 4							
RPI-GIS Technician							
RPI-GIS Specialist							
RPI-Administrative/Clerical 4							
SC&A-Senior Manager 3							
SC&A-Expert Consultant 2							
SC&A-Expert Consultant 4							
SC&A-Senior Analyst 3							
SC&A-Technical Consultant 2							
SC&A-Technical Consultant 3							
SC&A-Technical Consultant 4							
SC&A-GIS Technician							
SC&A-Administrative/Clerical 4							
G.Taiaiake Alfred-Expert Consultant 4							
David A. Brookshire-Expert Consultant 4							
William A. Hopkins-Expert Consultant 4							
Christopher G. Leggett-Expert Consultant 4							

DESCRIPTION OF DIRECT LABOR CATEGORIES	
<p>The following text defines the minimum educational/ experience requirements for each labor category included within the anticipated IDIQ contract.</p> <p>All categories are grouped by general disciplines and described below. In order to provide flexibility for the efficient and effective conduct of tasks, labor categories may incorporate individuals with alternative titles not shown below. These alternative titles may be substituted for those listed, but the individual with an alternative title is required to have the necessary background, experience, and education as described below to meet the category requirements.</p> <p>In addition, IEC may use the following substitutions in determining the education and work experience of an individual. These substitutions reflect a balancing of educational attainment and experience in the technical fields called for under this IDIQ.</p> <ul style="list-style-type: none"> • General Education Diploma, or Graduate Equivalency Degree, or General Equivalency Diploma may be substituted for a secondary school diploma. • A secondary school diploma and two years of experience may be substituted for an Associate's degree. • A secondary school diploma, plus four years of experience combined with appropriate professional certifications may be substituted for a Bachelor's degree. • An Associate's degree and two years of experience may be substituted for a Bachelor's degree. • A Bachelor's degree and two years of experience may be substituted for a Master's degree. • A Bachelor's degree and appropriate professional certifications may be substituted for a Master's degree. • A Bachelor's degree and four years of experience may be substituted for a PhD. • A Master's degree and two years of experience may be substituted for a PhD. • An equivalent degree to a PhD (e.g., ScD) can be substituted for a PhD. 	
Category	Position Description and Minimum Qualifications
Program Manager (Key Personnel)	<p>A Program Manager is required to be available for the life of this contract. This individual shall bear ultimate responsibility for all aspects of project performance (i.e., technical, contractual, administrative, and financial), and will have full authority to act on matters pertaining to the performance of the services required under this contract. The Program Manager is the liaison between the Government Contracting Officer's Representative (COR) and IEC to assure successful completion of all awarded task orders. The Program Manager will also be in regular contact with the Trustee Council and their support staff to assure the highest level of performance under this contract. The Program Manager will provide administrative, technical, and strategic guidance to the project team and will oversee the timely delivery of high-quality products.</p> <p>Education/Experience required: Master's degree or PhD plus 25 or more years of natural resource damage assessment experience. The Program Manager must have at least 20 years of progressively responsible program management experience in a scientific, legal, and policy environment, with emphasis on the disciplines that will be required for this contract.</p>
Lead Environmental Scientist (Key Personnel)	<p>A Lead Environmental Scientist is required for the life of this contract. This individual shall be responsible for assuring that all technical analysis conducted by IEC and its subcontractors are performed efficiently, effectively, and with the required level of technical rigor. This individual is also responsible for assuring quality assurance/quality control and the defensibility of all products under this contract. The Lead Environmental Scientist will work closely with the Program Manager, and will be in regular contact with the COR and members of the Trustee Council and their support staff.</p> <p>Education/Experience required: PhD in a relevant field and 13 years' experience in the field of natural resource damage assessment and related fields.</p>

<p>Senior Managers (Senior Manager Level 1, 2, 3, and 4)</p>	<p>Senior Managers have extensive skills and expertise in their professional discipline. In addition to their professional responsibilities, they have overall responsibility for managing their organization's projects. These individuals have significant team player experience within and across work areas relevant to this IDIQ contract, and have significant experience in natural resource damage assessment or related technical fields.</p> <p>Education/Experience Required:</p> <p>Senior Manager Level 1 - Master's Degree and 10 years' experience. Senior Manager Level 2 - Master's Degree and 15 years' experience. Senior Manager Level 3 - Master's Degree and 20 years' experience. Senior Manager Level 4 - Master's Degree and 25 years' experience.</p>
<p>Expert Consultant / Subject Matter Expert (Levels 1-4)</p>	<p>An Expert Consultant/Subject Matter Expert provides specialized expertise on a topic area within the field of natural resource damage assessment. This includes experience in developing and interpreting complex data and solving complex analytical problems based on recognized expertise in a discipline related to the IDIQ's Performance Work Statement. These individuals generally have litigation and/or expert testimony/ deposition experience, and/or have published in a related field.</p> <p>Education/Experience Required:</p> <p>Expert Consultant/Subject Matter Expert Level 1 – Master's Degree and 5 years of experience. Expert Consultant/Subject Matter Expert Level 2 – Master's Degree and 10 years of experience. Expert Consultant/Subject Matter Expert Level 3 – Master's Degree and 15 years of experience. Expert Consultant/Subject Matter Expert Level 4 – Master's Degree and 20 years of experience.</p>
<p>Project / Task Order Manager (Levels 1-4)</p>	<p>Project Managers assist Senior Managers in the areas of project management by assuming day-to-day management responsibility for specific tasks. While Project Managers receive overall guidance from supervising Senior Managers they typically operate with a high degree of independence to complete projects. Project Managers contribute to project design, data collection, analysis, and report writing and are expected to demonstrate excellent technical and administrative management skills. Project Managers have significant skills and expertise in their professional discipline.</p> <p>Education/Experience Required:</p> <p>Project Manager Level 1 – Master's degree and 3 years of experience. Project Manager Level 2 – Master's degree and 5 years of experience. Project Manager Level 3 – Master's degree and 7 years of experience. Project Manager Level 4 – Master's degree and 10 years of experience.</p>
<p>Field Research Leader (Levels 1 and 2)</p>	<p>Field Research Leaders plan and prepare for field work, conduct field studies, and develop post-field data summaries under the general direction and/or supervision of the Program Manager, Lead Environmental Scientist, or other Senior Managers. These individuals supervise and manage field data collection and documentation, including addressing issues of quality assurance and health and safety of field operations. Schedule personnel, vehicles, and other equipment and resources, and follows procedures and budgetary restraints outlined in work plans to keep projects on budget and on time.</p> <p>Education/Experience Required:</p> <p>Field Research Leader Level 1 – Bachelor's degree and 3 years of experience. Field Research Leader Level 2 – Bachelor's degree and 5 years of experience.</p>
<p>Senior Analysts (Levels 1-3)</p>	<p>Senior Analysts carry out major assignments on projects under the general supervision of Senior Managers. They implement analyses, interpret and communicate results, and recommend modifications to achieve project objectives. Senior Analysts often coordinate Analysts' tasks and schedule work to meet completion dates.</p> <p>Education/Experience Required:</p> <p>Senior Analysts Level 1 – Master's degree and 2 years of experience. Senior Analysts Level 2 – Master's degree and 4 years of experience. Senior Analysts Level 3 – Master's degree and 6 years of experience.</p>

Technical Consultant (Levels 1-4)	<p>Technical Consultants provide expertise and professional leadership in such fields as ecology, biology, environmental toxicology, hydrology, chemistry, engineering, environmental and natural resource economics, survey research, econometrics, social psychology, and/or natural resource damage assessment. Technical Consultants conducts research activities according to established protocols. More senior levels of this category work with a multi-disciplinary team to provide task management and quality assurance and control for the development of studies. Perform statistical analysis, modeling, literature research, and applied research.</p> <p>Experience/Education Required: Technical Consultant Level 1 – A Bachelor’s degree and 2 years of experience. Technical Consultant Level 2 – A Bachelor’s degree and 4 years of experience. Technical Consultant Level 3 – A Master’s degree and 4 years of experience. Technical Consultant Level 4 – A Master’s degree and 8 years of experience.</p>
GIS Technician	<p>The GIS Technician performs under periodic supervision. Involved in a variety of tasks as detailed in each individual task order, such as data collection, analysis of data, creating GIS and mapping products, and assisting staff in locating and displaying data.</p> <p>Education/Experience Required: Bachelor's degree with GIS, computer programming, or database development experience.</p>
GIS Specialist	<p>The GIS Specialist performs independently as a GIS professional. Able to independently design and develop GIS projects in consultation with senior managers. Involved in a variety of tasks as detailed in each individual task order, such as data collection, analysis of data, creating GIS and mapping products, and assisting staff in locating and displaying data.</p> <p>Education/Experience Required: Bachelor's degree and 4 or more years of experience with GIS, computer programming, or database development.</p>
Analyst (Levels 1-3)	<p>Analysts work with supervision from senior team members to gather and evaluate data, perform various analyses, and communicate results in written and oral form. Analysts have undergraduate training in a variety of disciplines (e.g., economics, environmental science, math) with an emphasis on quantitative coursework and writing skills.</p> <p>Education/Experience Required: Analyst Level 1 - Bachelor’s degree and 0 years of experience. Analyst Level 2 –Bachelor’s degree and 2 years of experience. Analyst Level 3 –Bachelor’s degree and 4 years of experience.</p>
Field Technician (Levels 1-3)	<p>Field Technicians perform data gathering under the direct supervision of manager or expert and has experience in field sampling.</p> <p>Education/Experience Required: Field Technician Level 1 – secondary school degree and 0 years of experience. Field Technician Level 2 – secondary school degree and 5 years of experience. Field Technician Level 3 – secondary school degree and 10 years of experience.</p>
Librarian	<p>The Librarian manages and maintains the corporate library. Performs information dissemination and management, information transfer analysis, management of library collections database maintenance, cataloging, document delivery, and literature searching.</p> <p>Experience/Education Required: Bachelor's degree and 5 years of experience.</p>
Communications Specialist / Editor	<p>The Communications Specialist / Editor performs technical editing of work products. Works extensively to improve quality control and editorial quality of all products. Provide support for specialized project requirements for communications to target audience, outreach initiatives.</p> <p>Education/Experience Required: Bachelor's degree and 10 years of experience.</p>

Administrative / Clerical (Levels 1-4)	<p>Administrative/Clerical staff perform support functions in a range of areas including the following:</p> <p>For individuals who work on contracting tasks, oversees development of budgets and serves as a liaison to DOE's contracts and accounting staff, or between IEC and its subcontractors on issues involving administration of the IDIQ contract. Familiar with Federal Acquisition Regulations and contract negotiation. Includes other non-professional labor and technicians with similar education/experience. For individuals who serve administrative functions, roles include word processing, desktop publishing, support in developing briefing materials, logistical support, data entry, data and document quality control, and administrative record support, as well as similar clerical and administrative tasks. For Level 3 and 4, provides supervision for clerical, contracts, and/or administrative staff.</p> <p>Education/Experience Required:</p> <p>Administrative/Clerical Level 1 – Secondary school diploma.</p> <p>Administrative/Clerical Level 2 – Secondary school diploma and 4 years of experience (or Bachelor's degree and 0 years' experience).</p> <p>Administrative/Clerical Level 3 – Bachelor's degree and 2 years of experience.</p> <p>Administrative/Clerical Level 4 – Bachelor's degree and 6 years of experience.</p>
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