

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 23EM001863		PAGE OF 1 33	
2. CONTRACT NO. 47QRAA20D0044		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER 89303423FEM400021		5. SOLICITATION NUMBER 89303423QEM000006		6. SOLICITATION ISSUE DATE 05/16/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Aaron Romero			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY EM-Los Alamos EMCBC U.S. Department of Energy 1200 Trinity Drive, Suite 400 Los Alamos NM 87544			CODE 893034	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541620 <input type="checkbox"/> 8(A) SIZE STANDARD: \$19			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202			CODE 03001	16. ADMINISTERED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202		CODE 03001	
17a. CONTRACTOR/ OFFEROR		CODE F1BNQ68LSJ61	FACILITY CODE	18a. PAYMENT WILL BE MADE BY OR for EMCBC https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		CODE 00511	
INDUSTRIAL ECONOMICS INC Attn: Michael Donlan 2067 MASSACHUSETTS AVE STE 4 CAMBRIDGE MA 021401337 TELEPHONE NO. 6173540074128							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: F1BNQ68LSJ61 LANL Natural Resource Damage Assessment Task Order 3: Inventory of Institutional Controls/Cultural Assessment/Restoration of Pueblo Lost Services. Industrial Economics Incorporated June 30, 2023 Technical and Price Quotation is hereby incorporated by reference. Fund: 01259 Appr Year: 2023 Allottee: 33 Report Entity: 490820 Object Class: 25233 Program: 1111643 Project: 0002157 WFO: 0000000 Local Use: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 01259-2023-33-490820-25233-1111643-0002157-0000000-0000000					26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$999,911.62		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i> Nadia M. Martin, Principal		30c. DATE SIGNED 9/14/2023		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Aaron J. Romero		31c. DATE SIGNED 09/15/2023	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	0000000 Period of Performance: 09/24/2023 to 09/23/2026 Labor Line item value is: \$842,087.62 Incrementally Funded Amount: \$280,695.87				842,087.62
00002	Materials Line item value is: \$36,000.00 Incrementally Funded Amount: \$12,000.00				36,000.00
00003	Travel Line item value is: \$121,824.00 Incrementally Funded Amount: \$40,608.00				121,824.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

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SECTION 1 – SUPPLIES OR SERVICES/PRICES

The following clauses listed below are in addition to the applicable clauses incorporated by reference from the General Services Administration (GSA) Multiple Award Schedule (MAS) Program contract 47QRAA20D0044.

1.1 TYPES OF CONTRACT – ITEMS BEING ACQUIRED

The U.S. Department of Energy (DOE) requires the Contractor to provide support services to assist the Los Alamos National Laboratory (LANL) Natural Resource Damage Assessment (NRDA) Trustee Council (also referred to as the “Trustee Council” in this task order) with continuing a NRDA consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 USC §§ 9601 and U.S. Department of the Interior NRDA regulations (43 CFR Part 11). The Contractor shall meet the requirements of this Time-and-Materials (T&M) task order for the specified support services under GSA MAS Program contract 47QRAA20D0044, Special Item Number (SIN) 541620 - Environmental Consulting Services. 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 the task order 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.

1.2 LABOR

Labor categories pricing is in accordance with the MAS Program contract 47QRAA20D044. These labor categories include additional discounts off the Contractor’s current GSA MAS Schedule pricing. The task order will be modified to accept new or modified schedule contract labor rates. If GSA modifies the Contractor's schedule contract for previously un-priced periods, i.e. a new contract is issued to the schedule holder or their schedule term is extended, DOE will modify this task order to accept the labor rates which represent the lower of the two labor rates. For example: A company proposed an escalated "Sr. Manager" DOE discounted labor rate in the 3rd year of the task order at \$25.00 per hour, and the company also proposed a 20% DOE discount against its new or extended GSA schedule contract. The "Sr. Manager" position in the new or extended GSA schedule contract is \$30.00 per hour. The 20% DOE discount would provide a GSA hourly rate of \$24.00 per hour. DOE would modify the task order to accept the discounted labor rate of \$24.00 per hour rather than the \$25.00 initially proposed for the 3rd year of the BPA. "

Labor categories, along with extended amount values applicable to this task order are listed in Section 1.6 Price Schedule.

1.3 MATERIALS

Materials include direct materials, meaning those materials that enter directly into the end product, or that are used to consume directly in connection with furnishing the end product; subcontracts; other direct costs (incidental services, computer usage charges), and applicable indirect costs. Materials shall be in accordance with the MAS Program contract 47QRAA20D0044.

1.4 TRAVEL

Travel and Other Direct Costs (ODCs) are direct reimbursable CLINs, with a not-to-exceed ceiling that provides for reimbursement at the Contractor's actual cost. All travel shall be approved by the Contracting Officer (CO) in coordination with the Contracting Officer’s Representative (COR), in advance of the cost being accrued or incurred by the Contractor and shall be provided for as approved. Travel costs will be reimbursed at the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR) rates. Indirect burdens on Direct Reimbursable Travel and ODCs ARE NOT allowed.

1.5 LIMITATION OF FUNDS

The total obligated amount is \$280,695.87 for CLIN 00001, \$12,000.00 for CLIN 00002, and \$40,608.00 for CLIN 00003. The total available funding under this task order is \$333,303.87 which is available for payment of services provided during the task order period of performance found in Clause 5.2 Period of Performance. The Government is not obligated to reimburse the Contractor for any expenses incurred that are in excess of the funding obligated under this task order.

1.6 PRICE SCHEDULE

The total not-to-exceed (NTE) values for this task order are detailed in the table below:

CLIN	SCHEUDLE OF SUPPLIES/ SERVICES	UNIT OF MEASURE	EXTENDED AMOUNT*
00001	LABOR	NTE	\$842,087.62
00002	MATERIALS	NTE	\$36,000.00
00003	TRAVEL	NTE	\$121,824.00
TOTAL PRICE – BASE PERIOD			\$999,911.62

*The Contractor shall exceed the Extended Amount Values at its own risk.

Labor Hour Price Schedule

Base Period: Months 1-12 (9/24/2023 – 9/23/2024)					
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Labor Pricing by Hour	Discount Percentage	Discounted Labor Rate	Extended Amount
MAS Contract Year 4 (9/24/2023 – 1/05/2024)					
Subject Matter Expert 8	0	\$407.51	0.5%	\$405.47	\$0.00
Subject Matter Expert 7	4	\$370.56	3.0%	\$359.44	\$1,437.76
Subject Matter Expert 6	0	\$291.71	3.0%	\$282.96	\$0.00
Subject Matter Expert 5	4	\$262.09	0.5%	\$260.78	\$1,043.12
Subject Matter Expert 4	0	\$256.46	3.0%	\$248.77	\$0.00
Subject Matter Expert 3	0	\$214.92	3.0%	\$208.47	\$0.00
Subject Matter Expert 2	48	\$188.71	0.5%	\$187.77	\$9,012.96

Subject Matter Expert 1	0	\$177.13	3.0%	\$171.82	\$0.00
Economist / Scientist 4	32	\$161.59	3.0%	\$156.74	\$5,015.68
Economist / Scientist 3	40	\$136.29	0.5%	\$135.61	\$5,424.40
Economist / Scientist 2	28	\$123.88	3.0%	\$120.16	\$3,364.48
Economist / Scientist 1	0	\$114.10	3.0%	\$110.68	\$0.00
Research Economist / Scientist 3	8	\$89.11	3.0%	\$86.44	\$691.52
Research Economist / Scientist 2	40	\$78.64	3.0%	\$76.28	\$3,051.20
Research Economist / Scientist 1	0	\$68.73	0.5%	\$68.39	\$0.00
Administrator 4	4	\$170.60	0.5%	\$169.75	\$679.00
Administrator 3	8	\$114.10	0.5%	\$113.53	\$908.24
Administrator 2	4	\$99.60	3.0%	\$96.61	\$386.44
Administrator 1	0	\$72.81	0.5%	\$72.45	\$0.00
MAS Contract Year 5 (1/06/2024 – 9/23/2024)					
Subject Matter Expert 8	0	\$416.07	0.5%	\$413.99	\$0.00
Subject Matter Expert 7	8	\$378.34	3.0%	\$366.99	\$2,935.92
Subject Matter Expert 6	0	\$297.83	3.0%	\$288.90	\$0.00
Subject Matter Expert 5	8	\$267.59	0.5%	\$266.25	\$2,130.00
Subject Matter Expert 4	0	\$261.84	3.0%	\$253.98	\$0.00
Subject Matter Expert 3	172	\$219.43	3.0%	\$212.85	\$36,610.20
Subject Matter Expert 2	104	\$192.67	0.5%	\$191.71	\$19,937.84
Subject Matter Expert 1	0	\$180.85	3.0%	\$175.42	\$0.00
Economist / Scientist 4	252	\$164.98	3.0%	\$160.03	\$40,327.56
Economist / Scientist 3	456	\$139.15	0.5%	\$138.45	\$63,133.20
Economist / Scientist 2	200	\$126.48	3.0%	\$122.69	\$24,538.00
Economist / Scientist 1	32	\$116.49	3.0%	\$113.00	\$3,616.00
Research Economist / Scientist 3	116	\$90.99	3.0%	\$88.26	\$10,238.16
Research Economist / Scientist 2	400	\$80.29	3.0%	\$77.88	\$31,152.00
Research Economist / Scientist 1	0	\$70.17	0.5%	\$69.82	\$0.00
Administrator 4	8	\$174.19	0.5%	\$173.32	\$1,386.56
Administrator 3	16	\$116.49	0.5%	\$115.91	\$1,854.56
Administrator 2	4	\$101.69	3.0%	\$98.64	\$394.56
Administrator 1	0	\$74.34	0.5%	\$73.97	\$0.00
Base Period: Months 13-24 (9/24/2024 – 9/23/2025)					
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Labor Pricing by Hour	Discount Percentage	Discounted Labor Rate	Extended Amount
MAS Contract Year 5 (9/24/2024 – 1/05/2025)					
Subject Matter Expert 8	0	\$416.07	0.5%	\$413.99	\$0.00

LANL Natural Resource Damage Assessment Support Services
Inventory of Institutional Controls/Cultural Assessment/Restoration of Pueblo Lost Services
89303423FEM400021
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Subject Matter Expert 7	4	\$378.34	3.0%	\$366.99	\$1,467.96
Subject Matter Expert 6	0	\$297.83	3.0%	\$288.90	\$0.00
Subject Matter Expert 5	0	\$267.59	0.5%	\$266.25	\$0.00
Subject Matter Expert 4	0	\$261.84	3.0%	\$253.98	\$0.00
Subject Matter Expert 3	24	\$219.43	3.0%	\$212.85	\$5,108.40
Subject Matter Expert 2	24	\$192.67	0.5%	\$191.71	\$4,601.04
Subject Matter Expert 1	0	\$180.85	3.0%	\$175.42	\$0.00
Economist / Scientist 4	32	\$164.98	3.0%	\$160.03	\$5,120.96
Economist / Scientist 3	56	\$139.15	0.5%	\$138.45	\$7,753.20
Economist / Scientist 2	68	\$126.48	3.0%	\$122.69	\$8,342.92
Economist / Scientist 1	8	\$116.49	3.0%	\$113.00	\$904.00
Research Economist / Scientist 3	60	\$90.99	3.0%	\$88.26	\$5,295.60
Research Economist / Scientist 2	60	\$80.29	3.0%	\$77.88	\$4,672.80
Research Economist / Scientist 1	0	\$70.17	0.5%	\$69.82	\$0.00
Administrator 4	8	\$174.19	0.5%	\$173.32	\$1,386.56
Administrator 3	16	\$116.49	0.5%	\$115.91	\$1,854.56
Administrator 2	8	\$101.69	3.0%	\$98.64	\$789.12
Administrator 1	0	\$74.34	0.5%	\$73.97	\$0.00
MAS Contract Year 6 (1/06/2024 – 9/23/2025)					
Subject Matter Expert 8	0	\$424.81	0.5%	\$422.69	\$0.00
Subject Matter Expert 7	8	\$386.29	3.0%	\$374.70	\$2,997.60
Subject Matter Expert 6	0	\$304.08	3.0%	\$294.96	\$0.00
Subject Matter Expert 5	0	\$273.21	0.5%	\$271.84	\$0.00
Subject Matter Expert 4	0	\$267.34	3.0%	\$259.32	\$0.00
Subject Matter Expert 3	172	\$224.04	3.0%	\$217.32	\$37,379.04
Subject Matter Expert 2	104	\$196.72	0.5%	\$195.74	\$20,356.96
Subject Matter Expert 1	0	\$184.65	3.0%	\$179.11	\$0.00
Economist / Scientist 4	204	\$168.44	3.0%	\$163.39	\$33,331.56
Economist / Scientist 3	408	\$142.07	0.5%	\$141.36	\$57,674.88
Economist / Scientist 2	230	\$129.14	3.0%	\$125.27	\$28,812.10
Economist / Scientist 1	40	\$118.94	3.0%	\$115.37	\$4,614.80
Research Economist / Scientist 3	200	\$92.90	3.0%	\$90.11	\$18,022.00
Research Economist / Scientist 2	400	\$81.98	3.0%	\$79.52	\$31,808.00
Research Economist / Scientist 1	0	\$71.64	0.5%	\$71.28	\$0.00
Administrator 4	8	\$177.85	0.5%	\$176.96	\$1,415.68
Administrator 3	24	\$118.94	0.5%	\$118.35	\$2,840.40
Administrator 2	8	\$103.83	3.0%	\$100.72	\$805.76
Administrator 1	0	\$75.90	0.5%	\$75.52	\$0.00
Base Period: Months 25-36 (9/24/2025 – 9/23/2026)					

Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Labor Pricing by Hour	Discount Percentage	Discounted Labor Rate	Extended Amount
MAS Contract Year 6 (9/24/2025 – 1/05/2026)					
Subject Matter Expert 8	0	\$424.81	0.5%	\$422.69	\$0.00
Subject Matter Expert 7	4	\$386.29	3.0%	\$374.70	\$1,498.80
Subject Matter Expert 6	0	\$304.08	3.0%	\$294.96	\$0.00
Subject Matter Expert 5	0	\$273.21	0.5%	\$271.84	\$0.00
Subject Matter Expert 4	0	\$261.84	3.0%	\$253.98	\$0.00
Subject Matter Expert 3	20	\$224.04	3.0%	\$217.32	\$4,346.40
Subject Matter Expert 2	24	\$196.72	0.5%	\$195.74	\$4,697.76
Subject Matter Expert 1	0	\$184.65	3.0%	\$179.11	\$0.00
Economist / Scientist 4	32	\$168.44	3.0%	\$163.39	\$5,228.48
Economist / Scientist 3	24	\$142.07	0.5%	\$141.36	\$3,392.64
Economist / Scientist 2	40	\$129.14	3.0%	\$125.27	\$5,010.80
Economist / Scientist 1	16	\$118.94	3.0%	\$115.37	\$1,845.92
Research Economist / Scientist 3	40	\$92.90	3.0%	\$90.11	\$3,604.40
Research Economist / Scientist 2	80	\$81.98	3.0%	\$79.52	\$6,361.60
Research Economist / Scientist 1	0	\$71.64	0.5%	\$71.28	\$0.00
Administrator 4	8	\$177.85	0.5%	\$176.96	\$1,415.68
Administrator 3	14	\$118.94	0.5%	\$118.35	\$1,656.90
Administrator 2	8	\$103.83	3.0%	\$100.72	\$805.76
Administrator 1	0	\$75.90	0.5%	\$75.52	\$0.00
MAS Contract Year 6 (1/06/2026 – 9/23/2026)					
Subject Matter Expert 8	0	\$433.73	0.5%	\$431.56	\$0.00
Subject Matter Expert 7	6	\$394.40	3.0%	\$382.57	\$2,295.42
Subject Matter Expert 6	0	\$310.47	3.0%	\$301.16	\$0.00
Subject Matter Expert 5	0	\$278.95	0.5%	\$277.56	\$0.00
Subject Matter Expert 4	0	\$267.34	3.0%	\$259.32	\$0.00
Subject Matter Expert 3	344	\$228.74	3.0%	\$221.88	\$76,326.72
Subject Matter Expert 2	0	\$200.85	0.5%	\$199.85	\$0.00
Subject Matter Expert 1	0	\$188.53	3.0%	\$182.87	\$0.00
Economist / Scientist 4	220	\$171.98	3.0%	\$166.82	\$36,700.40
Economist / Scientist 3	367	\$145.05	0.5%	\$144.32	\$52,965.44
Economist / Scientist 2	212	\$131.85	3.0%	\$127.89	\$27,112.68
Economist / Scientist 1	80	\$121.44	3.0%	\$117.80	\$9,424.00
Research Economist / Scientist 3	200	\$94.85	3.0%	\$92.00	\$18,400.00
Research Economist / Scientist 2	200	\$83.70	3.0%	\$81.19	\$16,238.00

Research Economist / Scientist 1	0	\$73.14	0.5%	\$72.77	\$0.00
Administrator 4	8	\$181.58	0.5%	\$180.67	\$1,445.36
Administrator 3	32	\$121.44	0.5%	\$120.83	\$3,866.56
Administrator 2	8	\$106.01	3.0%	\$102.83	\$822.64
Administrator 1	0	\$77.49	0.5%	\$77.10	\$0.00

1.7 NON-LABOR COST INDIRECT CEILING RATE

Indirect rates have not been applied to non-labor costs associated with this task order.

SECTION 2 – PERFORMANCE WORK STATEMENT

2.1 DOE-C-2002 PERFORMANCE WORK STATEMENT (OCT 2014)

The Contractor shall perform, pursuant to the following:

Performance Work Statement incorporated into Task Order 3 as Attachment 1 of Section 9.

SECTION 3 - PACKAGING AND MARKING

3.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

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

- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which –
 - (1) Identifies the contract by number pursuant to which the item is being delivered;

 - (2) Identifies the deliverable item number or report requirement which requires the delivered item;
and

 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

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

SECTION 4 - INSPECTION AND ACCEPTANCE

4.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this order.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION - TIME-AND- MATERIAL AND LABOR-HOUR

II. DOE FAR SUPPLEMENT (48 CFR CHAPTER 9) CLAUSES

None included by reference.

4.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this order shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

SECTION 5 - DELIVERIES OR PERFORMANCE

5.1 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

The services specified by this order shall be performed at the following location(s):

Los Alamos National Laboratory (LANL) in Los Alamos, New Mexico as necessary; however, the actual development of documentation shall be performed at Contractor facilities. Location(s) for Trustee Council meetings will be in Los Alamos, Santa Fe or Albuquerque areas and will be provided by DOE.

5.2 DOE-F-2003 PERIOD OF PERFORMANCE (OCT 2014)

The Contractor shall commence performance of this task order in accordance with the order terms and conditions on September 24, 2023 and continue through September 23, 2026.

5.3 DELIVERY SCHEDULE

Refer to Section 2.2.4 Activities/Deliverables.

SECTION 6 – CONTRACT ORDER ADMINISTRATION DATA

6.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer (CO) is responsible for administration of the order. The CO may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled *Contracting Officer's Representative*, to perform specifically delegated functions. The CO is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the order:

- (a) Assign additional work within the general scope of the order.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the order.
- (d) Change any of the terms, conditions, specifications, or services required by the order.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the order.

6.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the CO shall designate in writing a Contracting Officer's Representative (COR) for this order and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the CO.

6.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

- (a) The Contractor shall designate a program manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The program manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this order.
- (b) The program manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the order.

6.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective order administration, correspondence delivered to the Government under this order shall reference the order number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this order, and a copy of any such correspondence shall be sent to the Contracting Officer and the Attorney-Advisor. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this order.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Attorney-Advisor. A copy of such correspondence shall be provided to the Contracting Officer's Representative and the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form (SF) 1449 (Block 16), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the order, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the Contracting Officer Representative and the Attorney-Advisor.

(3) Where a Government Contract Administration Office, other than DOE, is designated on Standard Form (SF) 1449 (Block 16), of this order, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer, the Contracting Officer Representative, and the Attorney-Advisor.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer (CO):

- (A) Name: Aaron Romero
- (B) Telephone number: (505) 692-0105
- (C) Address: U.S. Department of Energy, Environmental Management – Los Alamos Field Office, 1200 Trinity Drive, Los Alamos, New Mexico, 87544
- (D) Email address: aaron.romero@em.doe.gov

(2) Contracting Officer's Representative (COR):

- (A) Name: Miquela Vargas
- (B) Telephone number: (505) 318-6711
- (C) Address: U.S. Department of Energy, Environmental Management – Los Alamos Field Office, 1200 Trinity Drive, Los Alamos, New Mexico, 87544
- (D) Email address: miquela.vargas@em.doe.gov

(3) Attorney-Advisor:

- (A) Name: John Evans
- (B) Telephone number: (505) 396-1943
- (C) Address: U.S. Department of Energy, Environmental Management – Los Alamos Field Office, 1200 Trinity Drive, Los Alamos, New Mexico, 87544
- (D) Email address: john.h.evans@em.doe.gov

(4) Government Contract Administration Office:

U.S. Department of Energy
Environmental Management – Los Alamos
Office of Business Operations
Attn: Aaron Romero
Contracting Officer
1200 Trinity Drive
Los Alamos, New Mexico 87544

6.5 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020) ALTERNATE I (APR 2020)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the task order.
- (b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and 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. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(E) The total fee billed, retainage amount, and available fee must be shown.

The Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) 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.

(B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(C) 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.

(D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

6.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (NOV 2021) (REVISED)

(a) The Contracting Officer (CO) will document the Contractor's performance under this order by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating quotes for award.

(b) Contractor performance will be evaluated at least annually at the contract or task -order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <https://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) MAS Contractor Teaming Arrangement (CTA). Performance assessments shall be prepared on

orders with CTAs. MAS CTA is an arrangement between two or more MAS contractors to work together to meet agency requirements. Under a MAS CTA, each member of the team maintains privity of contract and is responsible for their portion of the work per the teams and conditions set forth in their Schedule contract. In the case of a MAS CTA, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a MAS CTA and will identify the Schedule contractors that were part of the CTA.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the order in accordance with other applicable clauses contained herein.

6.7 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

7.1 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

7.2 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as maybe directed by the Contracting Officer 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.

7.3 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within 30 calendar days after the effective date of the task order award, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during task order performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the task orders. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

7.4 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014) (REVISED)

(a) Pursuant to Executive Orders 13834 "Efficient Federal Operations," the Department of Energy (DOE) 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. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

- (1) Alternative Fueled Vehicles and Alternative Fuels;
 - (2) Biobased Content Products (USDA Designated Products);
 - (3) Energy Efficient Products;
 - (4) Non-Ozone Depleting Alternative Products;
 - (5) Recycled Content Products (EPA Designated Products); and
 - (6) Water Efficient Products (EPA Water Sense Labeled Products).
- (b) The Contractor should become familiar with these information resources:
- (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (2) Biobased Products are described at <https://www.biopreferred.gov/BioPreferred/>.
 - (3) Energy efficient products are described at <https://www.energystar.gov/products> for Energy Star products.
 - (4) FEMP designated products are described at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>
 - (5) Environmentally Preferable Computers are described at <https://www.epeat.net>.
 - (6) Non-Ozone Depleting Alternative Products are described at <https://www.epa.gov/ozone-layer-protection>.
 - (7) Water efficient plumbing fixtures are described at <https://epa.gov/watersense>.
- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the 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. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

7.5 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

7.6 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASE OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the task order(s) shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven (7) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under the task order(s). The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

7.7 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS (OCT 2014)

(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.

7.8 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (FEB 2022)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph(a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(d) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(e) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(f) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

7.9 RESERVED

SECTION 8 - CONTRACT CLAUSES

8.1 GSA MAS PROGRAM CONTRACT 47QRAA20D0044 CONTRACT CLAUSE DOCUMENT

The GSA MAS Program Contract 47QRAA20D0044 Contract Clause Document is hereby incorporated by reference.

8.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-25 Prompt payment (JAN 2017)
- 52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000)

II. DOE FAR SUPPLEMENT (48 CFR CHAPTER 9) CLAUSES

- 952.202-1 Definitions
- 952.204-75 Public Affairs (DEC 2000)
- 952.208-70 Printing (Non-M&O) (APR 1984)
- 952.209-72 Organizational Conflicts of Interest – Alternate I (AUG 2009)
- 952.233-2 Service of Protests
- 952.233-4 Notice of Protest file Availability (AUG 2009)
- 952.233-5 Agency Protest Review (SEP 1996)
- 952.251-70 Contractor Employee Travel Discounts (AUG 2009)

8.3 RESERVED

8.4 FAR 52.244-6 SUBCONTACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) *Definitions.* As used in this clause—

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)), if the subcontract exceeds the threshold specified in FAR [3.1004](#)(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
- (iv) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).
- (v) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (vi) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vii) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C.637](#)(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (viii) [52.222-21](#), *Prohibition of Segregated Facilities* (APR 2015).
- (ix) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
- (x) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212\(a\)](#));
- (xi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020)([29 U.S.C.793](#)).
- (xii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#)).

(xiii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiv)(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O. 13627).

(xv) [52.222-55](#), Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xvi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xvii)(A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).

(B) Alternate I (JAN 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xix) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) , if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#)

(xx) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C.2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#)).

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

8.5 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.* (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

- (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors; or
 - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-
- (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials*.

(1) For the purposes of this clause-

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR [subpart 31.2](#) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices;
and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in [31.205-26](#)(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at [52.244-2](#), Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When

and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

8.6 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 address:

<https://www.acquisition.gov>

8.7 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that -

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)

(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

SECTION 9 - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

9.1 DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)

The following attachments constitute part of the task orders:

Attachment	Description	Date	Number of Pages
9-1	Performance Work Statement – Task Order 3	5/1/2023	13

**ATTACHMENT 9-1: PERFORMANCE WORK STATEMENT (PWS) FOR
LOS ALAMOS NATIONAL LABORATORY (LANL) NATURAL
RESOURCE DAMAGE ASSESSMENT (NRDA) SUPPORT SERVICES
TASK ORDER 3 – INVENTORY OF INSTITUTIONAL CONTROLS,
CULTURAL ASSESSMENT, AND PUEBLO LOST SERVICES ASSESSMENT**

2.1 BACKGROUND

The LANL Trustee Council (also referred to as simply “Trustee Council” herein) is composed of the Trustees identified below:

- Pueblo of Jemez.
- Pueblo de San Ildefonso.
- Santa Clara Pueblo.
- Pueblo de Cochiti.
- State of New Mexico.
- U.S. Department of Agriculture Forest Service.
- U.S. Department of Energy, National Nuclear Security Administration – Los Alamos Field Office (NA-LA).
- U.S. Department of Energy, Environmental Management – Los Alamos Field Office (EM-LA).

The Trustees hold trusteeship for a range of natural resources potentially affected by releases from LANL. They are working cooperatively to conduct a natural resource damage assessment and restoration (NRDAR) process of natural resources in and around LANL. DOE is the potentially responsible party (PRP) and a Trustee.

The Contractor shall assist the Trustee Council with undertaking an NRDA consistent with the support and assistance activities to be provided to the NRDA as described in Task Order 1. To complete the NRDA, the Contractor shall: (1) utilize the work already completed for the Trustee Council; including the Final Natural Resource Damage Assessment Plan for Los Alamos National Laboratory (available at <http://www.lanlnrda.org/>); (2) work closely with the Trustee Council in all phases of the scope of work; and (3) furnish qualified personnel, equipment, materials, and services to perform the scope of work detailed in this PWS.

2.2 SCOPE OF WORK

2.2.1 Task 1: Inventory of Institutional Controls and Evaluation of Potential Human Use Impacts

The objective of the task is to evaluate potential impacts to the public and Pueblo communities related to institutional controls due to releases of hazardous substances from LANL-related operations.

The Activities/Deliverables Table in Section 2.2.4 contains a list of activities the Contractor shall provide to the Trustee Council regarding the inventory of institutional controls and the evaluation of potential human use impacts.

The Contractor shall:

- 2.2.1.1 Complete analysis of institutional controls information, including: (1) reviewing information provided by DOE on LANL site access restrictions that are related to the release of hazardous contaminants; (2) determining the locations, nature, types, and durations of these access restrictions present at LANL in the past, currently, and anticipated for the future; (3) determining the types and scope of human uses that may be restricted; and (4) determining any losses resulting from these access restrictions.
- 2.2.1.2 Complete a draft report describing the inventory of institutional controls and evaluation of potential human use impacts for Trustee review.
- 2.2.1.3 Facilitate Trustee and technical peer review of the draft report describing the inventory of institutional controls and evaluation of potential human use impacts.
- 2.2.1.4 Finalize the report describing the inventory of institutional controls and evaluation of potential human use impacts to address Trustee comments and revising the report to address Trustee comments to the satisfaction of the Trustee Council.

2.2.2 Task 2: Narrative of Cultural Use and Perception of Natural Resources

The objective of the task is to complete draft reports on Pueblo cultural use and perception of natural resources.

The Activities/Deliverables Table in Section 2.2.4 lists the deliverables the Contractor shall provide to the Trustee Council regarding Pueblo-specific narratives of cultural use and perceptions of natural resources.

For purposes of the management, pricing, and tracking of this task, the Contractor shall conduct, schedule, and track four (4) separate studies for the Pueblos of San Ildefonso, Jemez, Santa Clara, and Cochiti under Task 3.

The Contractor shall:

- 2.2.2.1 Complete a final report of the *Cultural Use and Perception of Natural Resources of Pueblo de San Ildefonso* for Pueblo de San Ildefonso review. Leading up to report completion, the Contractor shall respond to Pueblo comments on report drafts and revise the report for Trustee and Technical peer review. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council and develop a final report.
- 2.2.2.2 Complete a final narrative report of the *Cultural Use and Perception of Natural Resources of the Pueblo of Jemez* for Pueblo of Jemez review. Leading up to report completion, the Contractor shall respond to Pueblo comments on report drafts and revise the report for Trustee and Technical peer review. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council and develop a final report.
- 2.2.2.3 Complete an assessment of existing literature and information related to Santa Clara Pueblo's use of natural resources and concerns regarding natural resource uses. The Contractor shall identify data gaps based on the assessment of existing literature, develop a plan with the Pueblo for collecting additional information through interviews and/or surveys, and finalize an approach for collecting the additional information. The Contractor shall complete interviews and/or surveys and

evaluate the information for the development of the narrative report.

- 2.2.2.4 Complete a final narrative report of the *Cultural Use and Perception of Natural Resources of Santa Clara Pueblo* for Santa Clara Pueblo review. Leading up to report completion, the Contractor shall respond to Pueblo comments on report drafts and revise the report for Trustee and technical peer review. The Contractor shall address Trustee and technical peer review comments to the satisfaction of the Pueblo and the Trustee Council and develop a final report.
- 2.2.2.5 Complete an assessment of existing literature and information related to Cochiti Pueblo's use of natural resources and concerns regarding natural resource uses. The Contractor shall identify data gaps based on the assessment of existing literature, develop a plan with the Pueblo for collecting additional information through interviews and/or surveys, and finalize an approach for collecting the additional information. The Contractor shall complete interviews and/or surveys and evaluate the information for the development of the narrative report.
- 2.2.2.6 Complete a draft narrative report of the *Cultural Use and Perception of Natural Resources of Cochiti Pueblo* for Cochiti Pueblo review, respond to Pueblo comments, and revise the report for Trustee and technical peer review. The Contractor shall address Trustee and technical peer review comments to the satisfaction of the Pueblo Trustees and the Trustee Council and develop a final report.
- 2.2.2.7 Obtain Trustee Council approved technical peer reviewers.

2.2.3 Task 3: Resource Characterization for Assessment and Restoration of Pueblo Lost Services

The Activities/Deliverables Table in Section 2.2.4 contains a list of activities the Contractor shall provide to the Trustee Council regarding the resource characterization for assessment and restoration of Pueblo lost services of resources due to releases of hazardous substances from LANL operations.

The objective of the task is to:

- Provide contamination characterization and monitoring information related to releases of hazardous substances from LANL operations.
- Describe the existing data and information that is available regarding the changes in resource use by Pueblo members along with the adequacy of that data and information for purposes of assessment and restoration of Pueblo lost services.
- Describe data gaps in contaminant monitoring and characterization of releases of hazardous substances from LANL operations specific to each Pueblo.
- Make recommendations to the Trustee Council as to the steps required, if any, to resolve the data gaps, including additional Pueblo-specific monitoring or contaminant characterization.

For purposes of the management, pricing, and tracking of this task, the Contractor shall conduct, schedule, and track four (4) separate studies for the Pueblos of San Ildefonso, Jemez, Santa Clara, and Cochiti under Task 3.

The Contractor shall:

- 2.2.3.1 Finalize the *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services report for Pueblo de San Ildefonso*. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council.
- 2.2.3.2 Finalize the *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services report for the Pueblo of Jemez*. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council.
- 2.2.3.3 Complete a review and evaluation of contaminant characterization and monitoring information on LANL-related releases of hazardous substances, identify and describe preliminary findings related to potential natural resource injuries and data gaps, and develop recommendations, as needed, on how to fill any data gaps for the Santa Clara Pueblo.
- 2.2.3.4 Complete a *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services draft report for Santa Clara Pueblo*. This draft report shall summarize existing ecological

and groundwater data related to LANL-related releases of hazardous substances on Santa Clara Pueblo resources of concern. This draft report shall be submitted for Pueblo review. The Contractor shall address Trustee and technical peer review comments to the satisfaction of the Pueblo Trustees and the Trustee Council. The Contractor shall revise the draft report to the satisfaction of the Santa Clara Pueblo and the Trustee Council.

- 2.2.3.5 Finalize the *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services report for Santa Clara Pueblo*. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council.
- 2.2.3.6 Complete a review and evaluation of contaminant characterization and monitoring information on LANL-related releases of hazardous substances, identify and describe preliminary findings related to potential natural resource injuries and data gaps, and develop recommendations, as needed, on how to fill any data gaps for Cochiti Pueblo.
- 2.2.3.7 Complete a *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services* draft report. This draft report shall summarize existing ecological and groundwater data related to LANL-related releases of hazardous substances on Cochiti Pueblo resources of concern. This draft report shall be submitted for Pueblo review. The Contractor shall address Trustee and technical peer review comments to the satisfaction of the Pueblo Trustees and the Trustee Council. The Contractor shall revise the draft report to the satisfaction of Cochiti Pueblo and the Trustee Council.
- 2.2.3.8 Finalize the *Resource Characterization for the Assessment and Restoration of Pueblo Lost Services* report for Cochiti Pueblo. The Contractor shall address technical peer review comments and Trustee comments to the satisfaction of the Pueblo and the Trustee Council.
- 2.2.3.9 Obtain Trustee Council approved technical peer reviewers.

2.2.4 Activities/Deliverables

The Contractor shall develop a comprehensive project schedule for each task issued under the task order which shall be included in the task order’s Project Management Work Plan. The schedule of activities/deliverables provided below is a partial estimate of the requirements under this task order. The Contractor shall perform the following activities and provide the following activities/deliverables under the task order.

Activities/Deliverables		Schedule	Reference
1	Complete analysis of institutional controls information, including: (1) reviewing information provided by DOE on LANL site access restrictions that are related to the release of hazardous contaminants; (2) determining the locations, nature, types, and durations of these access restrictions present at LANL in the past, currently, and anticipated for the future; (3) determining the types and scope of human uses that may be restricted; and (4) determining any losses resulting from these access restrictions.	Late 2023- Early 2024	2.2.1.1
2	Draft Institutional Controls Report.	Late 2024	2.2.1.2
3	Facilitate Trustee and technical peer review of the draft report describing the inventory of institutional controls and evaluation of potential human use impacts.	Early 2025	2.2.1.3
4	Finalize Institutional Controls Final Report.	Mid-2025 – Late 2025	2.2.1.4
5	Final narrative report of the <i>Cultural Use and Perception of Natural Resources of Pueblo de San Ildefonso</i> .	Late 2023 – Early 2024	2.2.2.1
6	Final narrative report of the <i>Cultural Use and Perception of Natural Resources of the Pueblo of Jemez</i> .	Late 2023 – Early 2024	2.2.2.2

Activities/Deliverables		Schedule	Reference
7	Assess existing literature and information related to the Santa Clara Pueblo’s use of natural resources and concerns regarding natural resource uses.	Late 2023 – Early 2025	2.2.2.3
8	Final narrative report of the <i>Cultural Use and Perception of Natural Resources of Santa Clara Pueblo</i> .	Early 2025 – Mid 2025	2.2.2.4
9	Assess existing literature and information related to Cochiti Pueblo’s use of natural resources and concerns regarding natural resource uses.	Late 2023 – Early 2025	2.2.2.5
10	Complete a draft narrative report of the <i>Cultural Use and Perception of Natural Resources of Cochiti Pueblo</i> for Cochiti Pueblo review, respond to Pueblo comments, and revise the report for Trustee and technical peer review. The Contractor shall address Trustee and technical peer review comments to the satisfaction of the Pueblo Trustees and the Trustee Council and develop a final report.	Early 2025 – Mid 2025	2.2.2.6
11	Finalize <i>Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report</i> for Pueblo de San Ildefonso.	Late 2023 – Mid 2024	2.2.3.1
12	Finalize <i>Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report</i> for the Pueblo of Jemez.	Late 2023 – Mid 2024	2.2.3.2
Activities/Deliverables		Schedule	Reference
13	Develop recommendations, as needed, on how to fill any data gaps for the Santa Clara Pueblo.	Late 2023 – Mid 2024	2.2.3.3

14	Draft <i>Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report</i> for Santa Clara Pueblo.	Late 2023 – Mid 2024	2.2.3.4
15	Finalize <i>Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report</i> for Santa Clara Pueblo.	Mid 2024 -Late 2024	2.2.3.5
16	Develop recommendations, as needed, on how to fill any data gaps for the Cochiti Pueblo.	Late 2023 – Mid 2024	2.2.3.6
17	Draft <i>Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report</i> for Cochiti Pueblo.	Late 2023 -Mid 2024	2.2.3.7
Activities/Deliverables		Schedule	Reference
18	Finalize Resource Characterization for the Assessment and Restoration of Pueblo Lost Services Report for Cochiti Pueblo.	Mid 2024 – Late 2024	2.2.3.8

2.3 TECHNICAL REQUIREMENTS

2.3.1 Technical Specifications

The Contractor must follow the technical specifications that apply directly to the development and finalization of specified documents listed in Section 2.2.4. As such, the activities/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 activity/deliverable.

2.3.2 Other Requirements

2.3.2.1 ***Recommendations for Efficiencies.*** 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 task order.

2.3.2.2 ***Site Visits and Trustee Council Meetings.*** The Contractor shall conduct site visits as necessary and attend Trustee Council meetings in person or by telephone, as determined by the Trustee Council. The development of the activities/deliverables in Section 2.2.4 shall generally be performed at the Contractor's offices.

2.3.2.3 ***Project Management Work Plan.*** In addition to individual task order work plans that may be required, the Contractor shall prepare an overall Project Management Work Plan based on the tasks in this PWS and relevant requirements and guidance, as follows:

- a. All work under this task order shall be completed in accordance with the task order's Project Management Work Plan.
- b. The Project Management Work 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.
- c. The Project Management Work 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 Section 2.2.3.4.

2.3.2.4 ***Quality Assurance Plan.*** The Project Management Work 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 documents listed in Section 2.2.4. The quality assurance plan shall include: (1) a change tracking system; and (2) 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.

- 2.3.2.5 ***Performance Measurement System.*** 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 the task order not later than the eighth business day prior to the end of each calendar month.
- 2.3.2.6 ***Task Order Orientation Meeting.*** During the task order orientation meeting, the Contractor shall meet separately with the COR and other DOE officials to discuss the task order expectation and submittals, and retrieval and utilization of existing data.
- 2.3.2.7 ***Detailed Task Schedule.*** The Contractor shall include a detailed schedule for each task under this task order. For sake of efficiency, all tasks in this task order may be combined into one detailed schedule. Each activity/deliverable shall have sufficient information to be tracked separately.
- 2.3.2.8 ***Document Review Process.*** All reports identified in this PWS shall follow a review process:
- a. The Trustee Council may request review of other deliverables in Task 1, Task 2, and Task 3. 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 an activity/deliverable requires a presentation of a report to 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.

2.3.2.9 **Document Format.** All documents shall be provided in Microsoft Word format, with the final document provided in .pdf format.

2.3.2.10 **Distribution of Final Documents.** The Contractor shall distribute final documents to the Trustees and other interested parties and public reading rooms as applicable.

2.3.2.11 **Supporting Material.** Documentation, rationale, and/or references shall be furnished for all analytical assumptions. Calculation packages shall be furnished with all technical analysis. The Contractor shall validate all technical calculations and analysis for accuracy.

2.3.2.12 **Record File.** The Contractor shall maintain an electronically-based record file of all documents, reports, calculations, etc. used to prepare deliverables under this task order. The file must have

search capabilities and be kept current as work progresses. 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

2.3.3 Resource Requirements and/or Government Furnished Property

- 2.3.3.1 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.
- 2.3.3.2 No resources/equipment, other than data, documents, and appropriate facilities/equipment for the proper execution of duties described in Section C while the contractor is on travel to Government facilities, will be made available by DOE.