

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

CONFIRMED THROUGH MODIFICATION #004

1. DATE OF ORDER 05/01/2017		2. CONTRACT NO. (If any) DE-EM0004847		6. SHIP TO:	
3. ORDER NO. DE-EM0004854		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE US Department of Energy	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Los Alamos Field Office 1900 Diamond Drive Los Alamos, NM 87544				b. STREET ADDRESS EM Los Alamos Field Office 1900 Diamond Drive	
7. TO:		c. CITY Los Alamos		d. STATE NM	e. ZIP CODE 59865
a. NAME OF CONTRACTOR S&K Logistics Services LLC		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 138 Peach Tree Parkway		d. CITY Byron		e. STATE GA	f. ZIP CODE 31008
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE		8. TYPE OF ORDER	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 71-1053181 DUNS Number: 079601769 Period of Performance: 05/01/2017 to 04/30/2022 NOT SPECIFIED /OTHER Continued ...				\$1,764,492.81	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME OR for EMCBC		U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017				\$1,764,492.81	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						c. CITY Oak Ridge	

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Christopher A. Lockhart
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/01/2017	CONTRACT NO. DE-EM0004847	ORDER NO. DE-EM0004854
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	NNMCAB Support - Base Line item value is:: \$0.00 NOT SPECIFIED /OTHER				\$811,032.47	
00002	Materials - Base Line item value is:: \$0.00 NOT SPECIFIED /OTHER				\$150,000.00	
00003	NNMCAB Support - Option 1 Amount: \$0.00 (Option Line Item) Line item value is:: \$0.00 NOT SPECIFIED /OTHER				\$279,330.56	
00004	Materials - Option 1 Amount: \$0.00 (Option Line Item) Line item value is:: \$0.00 NOT SPECIFIED /OTHER				\$50,000.00	
00005	NNMCAB Support - Option 2 Amount: \$0.00 (Option Line Item) Line item value is:: \$0.00 NOT SPECIFIED /OTHER				\$284,129.78	
00006	Materials - Option 2 Amount: \$0.00 (Option Line Item) Line item value is:: \$0.00				\$50,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS
(OCT 2014) B-2

B.02 PRICE SCHEDULE B-2

B.03 DOE-H-2074 LIMITATION OF GOVERNMENT’S OBLIGATION..... B-5

B.04 NON-LABOR COST – INDIRECT CEILING RATEB-11

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is a Fixed Price Task Order with Reimbursable Line Items for Material Purchases. This task order is for the purpose of supporting the Northern New Mexico Citizen’s Advisory Board (NNMCAB) activities.

The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Contract); and otherwise do all things necessary for, or incident to, the performance of work under this Contract and the resulting task orders.

B.02 PRICE SCHEDULE

Base Period: Months 1 through 36

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0001	NNMCAB Support	1	Lump Sum	\$811,032.47
0002	Materials	1	NTE	\$230,000.00
Total Price – Base Period Price				\$1,041,032.47

Year 1 – Months 1 through 12			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
NNMCAB Executive Director	1,880	\$0.00	\$0.00
NNMCAB Program Analyst	1,880	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00

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Year 2 – Months 13 through 24			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00

Year 3 – Months 25 through 36			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Subtotal Amount CLIN 0001			\$0.00

Option Period 1: Months 37 through 48

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0003	NNMCAB Support	1	Lump Sum	\$279,330.56
0004	Materials	1	NTE	\$80,000.00

Total Price – Option Period 1 Price			\$359,330.56
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Option Period 1 - Year 4 – Months 37 through 48			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
NNMCAB Executive Director	1880	\$0.00	\$0.00
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Total Amount CLIN 0003			\$0.00

Option Period 2: Months 49 through 60

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0005	NNMCAB Support	1	Lump Sum	\$284,129.78
0006	Materials	1	NTE	\$80,000.00
Total Price – Option Period 2				\$364,129.78

Option Period 2 - Year 5 – Months 49 through 60			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate ³	Extended Amount
NNMCAB Executive Director	1880	\$0.00	\$0.000
NNMCAB Program Analyst	1880	\$0.00	\$0.00
Total Amount CLIN 0005			\$0.00

DOE-H-2074 LIMITATION OF GOVERNMENT’S OBLIGATION

(a) This contract’s CLIN 0001 – 0009 may contain Federal Acquisition Regulation fixed prices and contract terms and conditions as set forth in the contract, with the exceptions that all CLINs may be incrementally funded; and if a CLIN is incrementally funded as set forth in the contract, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is

- 1) a fixed price;
- 2) a specified scope of work that corresponds to the fixed price;
- 3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the contract);
- 4) a Government maximum obligation to the Contractor equal to the funds allotted to the contract for the CLIN;
- 5) if the Government incrementally allots funds, both a fixed price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

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6) an obligation that the Government will pay the Contractor only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.

(b) For each CLIN

1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN and the total amount of funds allotted by the Government to the contract for the CLIN is the fixed price of the work for which the funds are allotted;

2) the Contractor explicitly agrees the fixed price in the contract reflects (that is, includes or encompasses any additional amount) and any subsequent negotiated fixed price reflects for each of the fixed-price CLINs included in this contract:

i. any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of this contract would usually permit, that is, the Government is only obligated to provide to the contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for Convenience (Fixed-Price) clause of this contract;

3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

4) if additional funds become available and the Government still has a need for the services in the Contract, the Government will allot funds periodically to the CLIN, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

5) the Contractor agrees to provide the specified and fixed amount of work for the fixed price identified in the Contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN

1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds

allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

3) If the Government meets the entire Planned Funding Schedule,

i. the cumulative amount of funds allotted will equal the CLIN's fixed price and

ii. the Contractor shall provide the entire scope of work the Contract requires for the CLIN.

(d) The fixed price for each CLIN is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.

(f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 0001 - 0009 and the specific work to be performed for the funds allotted.

1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the Contract. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of

i. the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or

ii. the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.

(g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

1) The Government's and the Contractor's obligations under the contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.

i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the

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Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN

A. it (not the Government) will be liable for those excess amounts payable

B. it will remain liable for its obligations under every term or condition of the contract and

C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.

ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor has earned, for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

1) The notification is for the Government's planning purposes only and does not change any obligation of either the Government or the Contractor.

2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.

3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and

1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;

2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract;

3) if the Government subsequently terminates the contract or the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for each CLIN—

- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
- 2) The Contractor is not obligated to continue performance under this contract related to the CLIN in excess of the amount allotted to the contract (which is also both the maximum amount payable and the price of the services the allotted funds cover) by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.

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

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

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

(n) Planned Funding Schedule

CLIN 0001

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
05/01/2017	\$100,000	CAB Support to Start	\$100,000	CAB Support to Start
06/01/2017	\$165,594	All CAB Support for First Year	\$265,594	All CAB Support for First Year
09/01/2017	\$270,515.16	All CAB Support Second Year	\$270,515.16	All CAB Support Second Year

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CLIN 0002

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
05/01/2017	\$50,000	All Material Purchases for First Year	\$50,000	All Material Purchases for First Year
04/30/2017	\$50,000	All Material Purchases for Second Year	\$100,000	All Material Purchases for Second Year

CLIN 0003

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0004

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0005

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0006

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

(o) Actual Funding Schedule

CLIN 0001

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<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
05/01/2017	\$100,000	CAB Support to Start	\$100,000	All CAB Support

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08/29/2017	\$400,000	Additional CAB	\$500,000	All CAB Support
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CLIN 0002

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
05/01/2017	\$50,000	All Material Purchases for First Year	\$50,000	All Material Purchases for First Year
08/29/2017	\$0.00	Additional funds for First Year	\$0.00	All Material Purchases

CLIN 0003

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0004

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0005

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

CLIN 0006

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>

B.03 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs of 8.03%. The percentage specified is considered a ceiling rate. Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

PART I – THE SCHEDULE

SECTION C

DESCRIPTIONS/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

Section C of Master Requirements Contract, DE-EM0004847, is applicable specifically for Section C.2.3.6, *Northern New Mexico Citizens Advisory Board (NNMCAB) Activities* and other any other sections of the Performance Work Statement (PWS) as later identified by the Contracting Officer. Any other ancillary and intermediate support provided by the Contractor in various PWS sections benefiting NNMCAB activities shall be charged back to DE-EM0004853.

SECTION I – THE SCHEDULE

SECTION D – PACKAGING AND MARKING

Section D of Master Requirements Contract, DE-EM0004847, is applicable in its entirety and is hereby incorporated by reference.

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

Section E of Master Requirements Contract, DE-EM0004847, is applicable in its entirety and is hereby incorporated by reference.

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

Section F of Master Requirements Contract, DE-EM0004847, is applicable in its entirety and is hereby incorporated by reference. Additional Section F clauses related to this task order are listed below:

F.01 PERIOD OF PERFORMANCE

The base period of performance for this task order shall be from the date of task order award to April 30, 2020. This Task Order also has two one-year option periods (Year 4 and 5 referenced in Section B.02 Price Schedule) that may be exercised if the same option periods are exercised at the Master Requirements Contract level.

F.02 PLACE OF PERFORMANCE

The services specified by this contract shall be performed at the following location(s): The EM Los Alamos Field Office, which is located in Los Alamos, New Mexico, the Citizen Advisory Board Office, which is located in Pojoaque, New Mexico, or other sites that may be designated by the Contracting Officer.

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

Section G of Master Requirements Contract, DE-EM0004847, is applicable, and is incorporated by reference with the following adjustments:

G.03 DOE-G-2004 CONTRACT ADMINISTRATION

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract 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 contract, and a copy of any such correspondence shall be sent to the Contracting Specialist and Contracting Officer. 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 contract.
- (b) Other Correspondence.
 - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Specialist and Contracting Officer.
 - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), 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 contract, shall be addressed to the Contracting Specialist and Contracting Officer. Copies of all such correspondence shall be provided to the COR.
 - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contract Specialist, Contracting Officer, and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:
 - (1) Contracting Officer
 - (A) Name: Chris Lockhart
 - (B) Telephone number: 505-206-2532
 - (C) Address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address christopher.lockhart@em.doe.gov

- (2) Contracting Officer's Representative
 - (A) Name: Robert Pfaff
 - (B) Telephone number: 505-606-0075
 - (C) Address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address: robert.pfaff@em.doe.gov
- (3) Government Contract Administration Office
 - (A) Name: Chris Lockhart
 - (B) Telephone number: 505-206-2532
 - (C) Mailing address: 1900 Diamond Drive Los Alamos, NM 87544
 - (D) Email address: christopher.lockhart@em.doe.gov

G.05 DOE-G-2005 *A1 BILLING INSTRUCTIONS - ALTERNATE I (OCT 2014) (Applicable to all Material Purchases under this Task Order)

- (a) The Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each task order issued under the basic IDIQ contract.
 - (b) The Contractor shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. 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 of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.
- (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.

(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, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost and receipts; 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) 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.

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

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Section H of Master Requirements Contract, DE-EM0004847, is applicable in its entirety, and is hereby incorporated by reference.

EM Los Alamos Field Office Technical Assistance Contract (EM-LA TAC)
Citizens Advisory Board Task Order
Contract - DE-EM0004847
Task Order- DE-EM0004854

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

Section I of Master Requirements Contract, DE-EM0004847, is applicable in its entirety, and is hereby incorporated by reference.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Section J of Master Requirements Contract, DE-EM0004847, is applicable in its entirety, and is hereby incorporated by reference, except for the Labor Qualifications, listed in Attachment J-3, for the following positions:

- Senior Policy and Regulatory Advisor
- Lead Quality Assurance Auditor
- Quality Assurance Auditor
- Waste Operations and Compliance Specialist
- Nuclear Safety Specialist
- Environmental Compliance Specialist
- Water Quality Compliance Specialist
- Radiation Protection Specialist
- Occupational and Industrial Safety Specialist
- Emergency and Security Management Specialist
- Safety Engineer
- Program Lead
- Administrative Assistant
- Project Controls Engineer
- Scheduler
- WIT SME
- Cost Estimator
- Risk Management Specialist
- Public Affairs Specialist
- NRDA Facilitator
- Records Manager
- Training Coordinator
- Issues Management Coordinator