

ORDER FOR SUPPLIES OR SERVICES

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

CONFORMED THROUGH MODIFICATION #003

1. DATE OF ORDER 06/01/2016		2. CONTRACT NO. (If any) DE-EM0003939		6. SHIP TO: a. NAME OF CONSIGNEE US Department of Energy	
3. ORDER NO. DE-DT0011011		4. REQUISITION/REFERENCE NO. 16EM002053		b. STREET ADDRESS Los Alamos Field Office 1900 Pueblo Complex	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202				c. CITY Los Alamos	
				d. STATE NM	e. ZIP CODE 87544
7. TO: ROBERT E. UNSWORTH				f. SHIP VIA	
a. NAME OF CONTRACTOR INDUSTRIAL ECONOMICS, INCORPORATED				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 2067 MASS AVE STE 4				REFERENCE YOUR:	
d. CITY CAMBRIDGE				e. STATE MA	
				f. ZIP CODE 021401340	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE NNSA Los Alamos Field OFC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<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			
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 06/01/2016	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: 04-2735625 DUNS Number: 007977887 IGF::OT::IGF EM-LA LANL Natural Resource Damage Assessment Support Services Task Order 3 Fund: 01259 Appr Year: 2016 Allottee: 33 Continued ...				\$604,150.79	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME	OR for EMCBC				\$604,150.79	
b. STREET ADDRESS (or P.O. Box)	U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017				\$604,150.79	17(i) GRAND TOTAL
c. CITY Oak Ridge		d. STATE TN	e. ZIP CODE 37831			

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Christopher A. Lockhart TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER 05/04/2016	CONTRACT NO. DE-EM0003939	ORDER NO. DE-DT0011011
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Report Entity: 490820 Object Class: 25233 Program: 1111643 Project: 0002157 WFO: 0000000 Local Use: 0000000					
00001	Labor				\$554,150.79	
00002	Materials				\$50,000.00	

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

\$604,150.79

SECTION B – SUPPLIES OR SERVICES/PRICES

Section B of the ID/IQ basic contract is incorporated by reference with the exception of clause(s) applicable to Fixed Price task orders (B.5). The following clauses listed below are in addition to the applicable clauses incorporated by reference from the ID/IQ basic contract.

B.1 TYPES OF CONTRACT – ITEMS BEING ACQUIRED

This Task Order is a Time-and-Material (T&M) task order in accordance with the terms and conditions set forth the Basic Contract. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this 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.

B.2 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, travel, computer usage charges), and applicable indirect costs. Materials are reimbursed based on the Contractor’s actual cost. Travel costs will be reimbursed at the Joint Travel Regulations (JTR) rates. Materials shall be provided for as approved.

B.3 LIMITATION OF FUNDS

The total obligated amount is \$0.00 for CLIN 00001 and \$0.00 for CLIN 00002. The total available funding under this task order is \$0.00 which is available for payment of services provided during the task order period of performance found in Clause 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 the task order.

B.4 PRICE SCHEDULE

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

CLIN	SCHEDULE OF SUPPLIES/SERVICES	UNIT OF MEASURE	EXTENDED AMOUNT
00001	LABOR	NTE	\$554,150.79
00002	MATERIALS	NTE	\$50,000.00
	TOTAL PRICE – BASE PERIOD		\$604,150.79

Base Period: Months 1 through 12

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Labor Category	Estimated Direct Productive Labor Hours	Fixed Unit Rate (Fully Burdened Rate)	Extended Amount
Program Manager – Contract Year 1	7.9		
Program Manager – Contract Year 2	11.4		
Lead Environmental Scientist – Contract Year 1	23.5		
Lead Environmental Scientist – Contract Year 2	49.3		
Senior Manager 1 – Contract Year 1	4		
Senior Manager 1 – Contract Year 2	4.4		
Expert Consultant 2 – Contract Year 1	1.7		
Expert Consultant 2 – Contract Year 2	10.4		
Expert Consultant 4 – Contract Year 1	1		
Expert Consultant 4 – Contract Year 2	2		
Project Manager 2 – Contract Year 1	33.7		
Project Manager 2 – Contract Year 2	81		
Technical Consultant 1 – Contract Year 1	47.1		
Technical Consultant 1 – Contract Year 2	108.4		
GIS Specialist – Contract Year 1	34.5		
GIS Specialist – Contract Year 2	352.4		
Analyst 1 – Contract Year 1	4.1		
Analyst 1 – Contract Year 2	179.7		
Administrative/Clerical 2 – Contract Year 1	2		
Administrative/Clerical 2 – Contract Year 2	0		
Administrative/Clerical 3 – Contract Year 1	0		
Administrative/Clerical 3 – Contract Year 2	0.8		
Administrative/Clerical 4 – Contract Year 1	0.8		
Administrative/Clerical 4 – Contract Year 2	1.1		
NMT – Expert Consultant 4 – Contract Year 1	0		
NMT – Expert Consultant 4 – Contract Year 2	0		
SC&A Expert Consultant 4 – Contract Year 1	0		
SC&A Expert Consultant 4 – Contract Year 2	0		
William A. Hopkins Expert Consultant 4 – Contract Year 1	0		
William A. Hopkins Expert Consultant 4 – Contract Year 2	0		
Subtotal Amount CLIN 0001, Months 1-12			
Months 13 through 24			
Labor Category	Estimated Direct Productive Labor Hours	Fixed Unit Rate (Fully Burdened Rate)	Extended Amount
Program Manager – Contract Year 2	32		
Program Manager – Contract Year 3	40		
Lead Environmental Scientist – Contract Year 2	230		
Lead Environmental Scientist – Contract Year 3	200		
Senior Manager 1 – Contract Year 2	16		
Senior Manager 1 – Contract Year 3	4		
Expert Consultant 2 – Contract Year 2	16		
Expert Consultant 2 – Contract Year 3	48		

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Expert Consultant 4 – Contract Year 2	32		
Expert Consultant 4 – Contract Year 3	48		
Project Manager 2 – Contract Year 2	230		
Project Manager 2 – Contract Year 3	372		
Technical Consultant 1 – Contract Year 2	690		
Technical Consultant 1 – Contract Year 3	905		
GIS Specialist – Contract Year 2	200		
GIS Specialist – Contract Year 3	426		
Analyst 1 – Contract Year 2	98		
Analyst 1 – Contract Year 3	38		
Administrative/Clerical 2 – Contract Year 2	8		
Administrative/Clerical 2 – Contract Year 3	24		
Administrative/Clerical 3 – Contract Year 2	3		
Administrative/Clerical 3 – Contract Year 3	8		
Administrative/Clerical 4 – Contract Year 2	4		
Administrative/Clerical 4 – Contract Year 3	10		
NMT – Expert Consultant 4 – Contract Year 2	0		
NMT – Expert Consultant 4 – Contract Year 3	24		
SC&A Expert Consultant 4 – Contract Year 2	30		
SC&A Expert Consultant 4 – Contract Year 3	28		
William A. Hopkins Expert Consultant 4 – Contract Year 2	48		
William A. Hopkins Expert Consultant 4 – Contract Year 3	48		
Subtotal Amount CLIN 0001, Months 13-24			
Total Amount CLIN 0001, Months 1-24			

Contractor shall exceed the Extended Amount values at its own risk.

SECTION C -- DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

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

C.1 BACKGROUND

The Contractor shall assist the Trustee Council with undertaking an NRDA consistent with provisions in Section C.2.1, Task 1 of the task order. To complete the NRDA, the Contractor shall utilize the work already completed for the Trustee Council; including the final LANL NRDA Plan (see <http://www.lanlnrda.org/>). The Contractor shall work closely with the Trustee Council in all phases of the scope of work. The Contractor shall furnish qualified personnel, equipment, materials, and services to perform the scope of work detailed in this PWS.

C.2 SCOPE OF WORK

C.2.1 Review of Existing Data

The Activities/Deliverables Table contains a list of activities the Trustee Council has identified to assist the Contractor in supporting a Trustee Council discussion regarding how to utilize existing data from LANL and adjacent areas to identify potential injuries. This effort will focus on review of existing information on biota, soils, sediment, surface water, and air. This task will not include groundwater data and data regarding Pueblo use of natural resources and cultural service losses, as these will be covered under separate task orders. Task 1 activities are described below.

The Contractor shall perform the following:

- C.2.1.1 The Contractor shall identify data sources containing relevant information for LANL NRDA purposes
- C.2.1.2 The Contractor shall compile existing environmental data (including relevant data from the Intellus database) useful for LANL NRDA injury determination and quantification efforts into a comprehensive database.
- C.2.1.3 The Contractor shall compare contaminant concentration data to adverse effects thresholds, if available and approved by the LANL TC, and characterize the spatial and temporal extent of available information.

- C.2.1.4 The Contractor shall identify resources, including biological species, and/or geographic locations with higher or lower levels of exposure to hazardous substances to help inform future injury quantification efforts and identify and present to the LANL TC the need(s) for primary data collection.
- C.2.1.5 The Contractor shall develop a draft report summarizing the available data, locations, and resources associated with potential injuries
- C.2.1.6 The Contractor shall obtain a technical peer review of the draft report identified in C.2.1.5 by Trustee Council approved technical peer reviewer(s) and shall incorporate all comments to the satisfaction of the Trustee Council into a final report. The Contractor shall provide recommendations to the LANL Trustee Council for next steps.

C.2.2 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 as outlined in Section C.3.2.1. 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 deliverables under the task order. All deliverables requiring Trustee Council review, revision, and approval will follow the process outlined in Section C.3.2.6. Due dates for deliverables will be specified after the initial meeting with Trustee Council and subsequent direction from the Contracting Officer.

Activity/Deliverables		Schedule
1.	Draft Updated Project Management Plan and Draft Technical Work Plan with schedule for the task for review by the Trustee Council	Within 7 days of TO award
2.	Orientation Briefing with Trustee Council	At next scheduled Trustee Council meeting after TO award
3. 1	Final Updated Overall Project Management Plan	45 days after Trustee Council Meeting
3.2	Draft Technical Work Plan ready for technical peer review (including quality assurance plan)	14 days after IEC receipt of Trustee comments on Draft Work Plan
3.3	Technical Peer Review of Work Plan for Task	45 days after confirmation of peer reviewers by Trustee Council
3.4	Final Technical Work Plan for Task	Within 30 days of completion of Task 3.3
4	Complete interviews with key individuals	Within 30 days of completion of Task 3.4

5	Develop Comprehensive NRDA database	Within 120 days of completion of Task 3.4
6	Provide results of initial findings to LANL Trustee Council	Within 120 days of completion of Task 3.4
7 & 8	Complete Draft Report and Provide to Trustee Council	<u>Within 1 year of finalization of Work Plan</u>
9	Technical Peer review of Draft Reports	<u>Within 60 days after completion of draft report</u>
10	Final Report and Next Steps	<u>Within 90 days after IEC receipt of Trustee and peer review comments on Draft Report</u>

C.3 TECHNICAL REQUIREMENTS

C.3.1 Technical Specifications

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

C.3.2 Other Requirements

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

- C.3.2.1 In addition to individual task order work plans that may be required, the Contractor shall prepare an overall Project Management Work Plan based on the tasks in this PWS and relevant requirements and guidance, as follows:
- a. 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.
 - b. 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 further below.

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

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

C.3.2.3 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.

- C.3.2.4 The Contractor shall include a detailed schedule for each task under this task order.
- C.3.2.5 All reports identified in this PWS shall follow a review process:
- a. The Trustee Council may request review of other deliverables in Task 1. In addition, DOE will perform a quality check of the final draft document, with a DOE review period of five business days, prior to finalization of the documents for print. The Contractor shall work with DOE to obtain and resolve Trustee comments.
 - b. Where a task requires a presentation of a report 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.
- C.3.2.6 All reports shall be provided in Microsoft Word format, with the final report/document provided in .pdf format. DOE will distribute final documents to the Trustees and other interested parties and public reading rooms as applicable.
- C.3.2.7 Documentation, rationale, and/or references shall be furnished for all analytical assumptions. Calculation packages shall be furnished with all technical analysis. All technical calculations and analysis will be validated for accuracy.
- C.3.2.8 The Contractor shall maintain an electronically-based record file of all documents, reports, calculations, etc. used to prepare reports and supporting deliverables under this task order. The file must have search capabilities and be kept current as work progresses. Records placed in the file may be both hard copy and electronic. Custodial transfer of the record file may occur at any time during the document preparation process at the request of the COR, and shall occur after the distribution of the final deliverables. The Contractor shall deliver the record file at a time and to a place designated by the COR.

C.3.3 Resource Requirements and/or Government Furnished Property

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.

SECTION D PACKAGING AND MARKING

Section D of the ID/IQ Basic Contract is incorporated by reference.

SECTION E - INSPECTION AND ACCEPTANCE

Section E of the ID/IQ basic contract is incorporated by reference with the exception of the clause(s) that is applicable to Fixed Price task orders only.

SECTION F - DELIVERIES OR PERFORMANCE

Section F of the ID/IQ basic contract is incorporated by reference with the exception of the clause(s) that is applicable to Fixed Price task orders only.

Section F clauses F.3, F.4, F.5, F.6 of the ID/IQ Basic Contract are filled in and provided below.

F.3 PLACE OF PERFORMANCE

The services specified by this Task Order shall be performed at the contractor's facilities, LANL, surrounding areas and Trustee meetings. Travel expenses will be reimbursed on a cost-reimbursement basis and in accordance with FAR 31.205-46 – Travel Costs and Section B.1 above.

F.4 DELIVERABLES

See Section C.2.3 of the PWS for a list of Activities/Deliverables.

F.5 CONTRACT TERM

The period of performance for this task order is for two (2) years from the date of task order award.

F.6 EMCBC-F-1001 DELIVERY SCHEDULE

See Section C.2.3 of the PWS for schedule dates for deliverables.

SECTION G - CONTRACT ADMINISTRATION DATA

Section G of the ID/IQ basic contract is incorporated by reference.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Section H of the ID/IQ Basic Contract is hereby incorporated by reference. Section H clause H.07 of the ID/IQ Basic Contract are filled in and provided below.

H.07 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT

Add the following:

The Government will provide the contractor employee with appropriate facilities and equipment for the proper execution of duties described in Section C while the contractor is on travel to Government facilities.

SECTION I - CONTRACT CLAUSES

Section I of the ID/IQ Basic Contract is hereby incorporated by reference, the Fixed Price clauses from I.93 to I.104 do not apply. The following Time and Material Clauses apply to this Task Order.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J of the ID/IQ basic contract is incorporated by reference. Attachment D: Schedule of Fully Burdened Labor Rates is not incorporated by reference, but the labor rates used in Section B are in accordance with the rates in this attachment. The following Attachment is added to this task order.

NON-DISCLOSURE STATEMENTS REDACTED