

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 17

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

1. DATE OF ORDER <b>5/16/2016</b>		2. CONTRACT NO. (If any) DE-EM0003878/ 0682/15/505460/01		6. SHIP TO	
3. ORDER NO. DE-DT0011253		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE EM - Los Alamos Field Office	
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				b. STREET ADDRESS 3747 West Jemez Rd	
d. CITY ALBUQUERQUE		e. STATE NM	f. ZIP CODE 87102	c. CITY Los Alamos	d. STATE NM
7. TO: GILBERT TORRES		f. SHIP VIA		e. ZIP CODE 87544	
a. NAME OF CONTRACTOR SIGMA SCIENCE INC		b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 500 MARQUETTE AVE. NW SUITE 1200		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE EMCBC			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB			Destination		
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination				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: 85-0446067 DUNS Number: 120336594 IGF::OT::IGF Task 3- Development and Submittal of an Approvable Documented Safety Analysis and Technical Safety Review Documents Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:						
a. NAME		OR for EMCBC				\$3,142,307.86
b. STREET ADDRESS (or P.O. Box)		U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017				17(i) GRAND TOTAL
c. CITY		STATE	e. ZIP CODE			\$3,142,307.86
Oak Ridge		TN	37831			

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

PAGE NO

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

DATE OF ORDER	CONTRACT NO. DE-EM0003878/0682/15/505460/01	ORDER NO. DE-DT0011253
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Period of Performance: 05/04/2016 to 05/03/2017					
00001	LABOR Line item value is:\$2,848,184.38				2,848,184.38	
00002	Materials Line item value is:\$294,123.48				294,123.48	

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

\$3,142,307.86

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

Section B of the ID/IQ basic contract is incorporated by reference with the exception of clauses applicable to Fixed-Price task orders only, and revised Clauses B.01, B.02, and B.04 as shown below.

### **B.01 TYPE OF TASK ORDER AND SERVICES BEING ACQUIRED**

This is a Time-and-Materials (T&M) task order in accordance with the terms and conditions set forth in the basic contract. The Contractor shall provide qualified personnel for the labor categories identified in the chart below, and has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the items of work which are described in the Section C – Performance Work Statement.

The not-to-exceed values for Direct Productive Labor Hours (DPLH) and dollars are detailed in the table below. DPLH are defined as actual hours worked exclusive of federal holidays (10 total), vacation, sick leave, and other advances. The estimated DPLH shown below refer to prime and subcontract hours in total. The hourly rates are fully burdened and fixed for the term of the order. The DPLH shown below are only estimates and therefore during the course of the task order, actual hours may vary from the estimated hours below.

### **B.02 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 like New Mexico Gross Receipts Tax. 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.03 PRICE SCHEDULE**

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

**Base Period: Months 1 through 24**

CLIN	SCHEUDLE OF SUPPLIES/ SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT*
00001	LABOR	1	NTE	\$2,848,184.38
00002	MATERIALS	1	NTE	\$294,123.48
<b>TOTAL PRICE</b>				<b>\$3,142,307.86</b>

Base Period: Months 1-12			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate (Fully Burdened Labor Rate)	Extended Amount
Program Manager I (Year 1 Price)			
Program Manager I (Year 2 Price)			
Engineer IV (Year 1 Price)			
Engineer IV (Year 2 Price)			
Technical Advisor II (Year 1 Price)			
Technical Advisor II (Year 2 Price)			
QA Specialist (Year 1 Price)			
QA Specialist (Year 2 Price)			
Project Management Specialist (Year 1 Price)			
Project Management Specialist (Year 2 Price)			
<b>Subtotal Amount CLIN 00001</b>			<b>\$1,576,490.42</b>

Base Period: Months 13-24			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate (Fully Burdened Labor Rate)	Extended Amount
Program Manager I (Year 1 Price)			
Program Manager I (Year 2 Price)			
Engineer IV (Year 1 Price)			
Engineer IV (Year 2 Price)			

Technical Advisor II (Year 1 Price)	
Technical Advisor II (Year 2 Price)	
QA Specialist (Year 1 Price)	
QA Specialist (Year 2 Price)	
Project Management Specialist (Year 1 Price)	
Project Management Specialist (Year 2 Price)	
<b>Subtotal Amount CLIN 00001</b>	
	<b>\$1,271,693.96</b>

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

**B.04      LIMITATION OF FUNDS**

The total obligated amount is \$725,671 for CLIN 00001 and \$60,000 for CLIN 00002. The total available funding under this task order is \$785,671 which is available for payment of services provided during the task order period of performance found in Clause F.05 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.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.01 TASK ORDER PURPOSE AND OVERVIEW**

- a. This is a performance-based task order subject to the objectives, measures and expectations contained in this Performance Work Statement (PWS). The scope of work for this task order includes the following:
  - i. Task 3– Development and Submittal of an Approvable Documented Safety Analysis

### **C.02 SCOPE OF WORK**

#### **C.2.1 General Description/Background**

LANL is a DOE/National Nuclear Security Administration (NNSA) facility situated on approximately 27,500 acres (approximately 40 square miles) in north-central New Mexico, approximately 100 miles north of Albuquerque and 25 miles northwest of Santa Fe. Scientific research began at LANL in March of 1943, with the inception of Project Y of the Manhattan Project, the U.S. Government's effort to develop and test nuclear weapons. In recent decades, operations at LANL have expanded beyond nuclear weapons development to include missions pertaining to "national security, energy resources, environmental quality, and science."

Due to recent changes directed by the Secretary of Energy, the EM-funded legacy cleanup scope of work under the current LANL Management and Operating (M&O) contract is undergoing a transition from NNSA oversight and management to DOE EM. As a result of the transition, EM will be conducting one or more procurements in support of the EM Los Alamos Legacy Cleanup Completion Project (LCCP). EM has a requirement for contract support to aid in the accomplishment of the procurement(s).

#### **C.2.2 Work Description**

The Contractor shall provide acquisition support to the EM Los Alamos Field Office (EM-LA) that shall include the following activities:

- Support EM-LA with the development of a Documented Safety Analysis (DSA) in accordance with Area G Safety Basis Strategy and submit to EM-LA for review and approval.
- Support EM-LA with the development of Technical Safety Requirements (TSRs) in accordance with Area G Safety Basis Strategy and submit to EM-LA for review and approval.
- Support EM-LA with the resolution of comments that may be generated as a result of EM-LA review of the DSA to support approval of the document.

- Support EM-LA in assuring the DSA/TSR is successfully developed and delivered DOE STD 3009-2014 compliant through evaluation of facilities, processes, and activities determined to be under the mission, operations and oversight purview of the DOE EM-LA Field Office at LANL.
- Support EM-LA in managing the DSA/TSR development in accordance with the Area G DSA Development Project Schedule submitted by SSI under Task 1.
- Support EM-LA in conduct of in-process review of initial and high-quality draft documents.

The majority of the work scope will be performed at the Contractor’s facilities. However, some travel is expected, and may include travel to the EM Los Alamos Field Office in Los Alamos, NM, and/or the Environmental Management HQ in Washington DC.

**C.2.3 Quality Assurance**

DOE will conduct periodic surveillance reviews of the Contractor’s approved Quality Assurance Program (QAP). The Contractor shall accommodate these surveillance reviews and shall provide reasonable assistance to DOE, as needed, including any document requests, to complete the reviews.

**C.2.4 Deliverables**

<b>Deliverable</b>		<b>Due Dates</b>
1	Chapter 1 Draft	6 weeks after Task Start
2	Chapter 1 Final Draft Copy Complete	11 weeks after Task Start
3	Chapter 2 Draft	6 weeks after Task Start
4	Chapter 2 Final Draft copy Complete	11 weeks after Task Start
5	Chapter 3 Hazard ID Draft	24 weeks after Task Start
6	Chapter 3 Hazard Analysis Draft	24 weeks after Task Start
7	Chapter 3 Hazard Methodology Draft	24 weeks after Task Start
8	Chapter 3 Hazard ID High Quality Draft	27 weeks after Task Start
9	Chapter 3 Hazard Analysis High Quality Draft	27 weeks after Task Start
10	Chapter 3 Hazard Methodology High Quality Draft	27 weeks after Task Start
11	Chapter 3 Hazard ID Final Draft copy Complete	29 weeks after Task Start
12	Chapter 3 Hazard Analysis Final Draft copy Complete	29 weeks after Task Start
13	Chapter 3 Hazard Methodology Final Draft copy Complete	29 weeks after Task Start
14	Chapter 3 remainder Draft	38 weeks after Task Start
15	Chapter 3 remainder High Quality Draft	42 weeks after Task Start
16	Chapter 3 remainder Final Draft copy Complete	43 weeks after Task Start
17	Chapter 4 Draft	50 weeks after Task Start

18	Chapter 4 High Quality Draft	53 weeks after Task Start
19	Chapter 4 Final Draft copy Complete	55 weeks after Task Start
20	Chapter 5 Draft	80 weeks after Task Start
21	Chapter 5 High Quality Draft	84 weeks after Task Start
22	Chapter 5 Final Draft copy Complete	86 weeks after Task Start
23	Chapter 6 Draft	62 weeks after Task Start
24	Chapter 6 High Quality Draft	65 weeks after Task Start
25	Chapter 6 Final Draft copy Complete	67 weeks after Task Start
26	Chapter 7 Draft	62 weeks after Task Start
27	Chapter 7 High Quality Draft	65 weeks after Task Start
28	Chapter 7 Final Draft copy Complete	67 weeks after Task Start
29	TSR Draft	80 weeks after Task Start
30	TSR High Quality Draft	84 weeks after Task Start
31	TSR Final Draft copy Complete	86 weeks after Task Start
32	Final Draft Copy Final Copy for EM-LA/HQ Approval	94 weeks after Task Start
33	Weekly Progress Status Reports	Every week until completion of Task 3

**C.2.5 Work Location and Travel**

The majority of the work scope will be performed at the Contractor’s facilities. However, some travel is expected, and may include travel to the EM-LA in Los Alamos, NM, and/or the Environmental Management HQ in Washington, DC. Utilization of Video Teleconference (VTC) capability in lieu of travel will be preferred.

All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with FAR 31.205-46, Travel Costs, FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012), and the DOE Travel Policies for Contractor Domestic Extended Personnel Assignments (Acquisition Letter 2013-01). Travel costs shall be reimbursed up to the not-to-exceed amounts listed in the pricing schedule in Section B.

**C.03 PERFORMANCE REQUIREMENTS**

Performance requirements for this task order are expressed in the following manner:

The following three elements, when taken together, constitute a performance requirement:

Performance Objective – A statement of the outcome or results expected in a specific work area.



Performance Measures – The critical characteristics or aspects of achieving the performance objective that will be monitored by the Government and for which the Government will gather data.

Performance Expectations – The targeted level or range of levels of performance for each performance measure.

The following performance measures and expectations apply to the performance objectives for this task order:

<b>Performance Measures</b>	<b>Performance Expectations</b>
(a) Accuracy	98% of time deliverables and tasks will not require rework or editing and information is factually correct.
(b) Timeliness	98% of time, schedule, due dates and task assignments are met.
(c) Cost Control	98% of the time the task assignment's actual cost is within +/- ten percent of the task plan's cost estimate.
(d) Customer Satisfaction	98% of time feedback to EM is satisfactory or better based on random surveys.

**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 those clauses that are 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 clauses applicable to Fixed-Price task orders only, and revised Clauses F.3 and F.5 as shown below.

**F.03 EMCBC-F-2001 DELIVERY SCHEDULE (OCT 2014)**

The Contractor shall complete all deliverables as found in Section C - Performance Work Statement.

**F.05 PERIOD OF PERFORMANCE**

The task order period of performance shall be for two (2) years from date of task order award.

The Contractor shall not be paid for work performed or costs incurred prior to the task order start date. The Contractor is not authorized to proceed beyond the task order period of performance, nor will the Contractor be paid for any costs incurred beyond that period unless the task order is modified by the DCO to extend the period of performance.

**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 incorporated by reference with the exception of Clause H.18 as shown below.

**H.18 TASK ORDER CONTRACT TYPE**

This is a Time-and-Materials (T&M) task order.

**SECTION I - CONTRACT CLAUSES**

Section I of the ID/IQ basic contract is incorporated by reference with the exception of Clauses applicable to Fixed-Price task orders only.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**


Section J of the ID/IQ basic contract is incorporated by reference with the exception of Attachment J-4, Notice of Nondisclosure, as seen below.

**NOTICE OF NONDISCLOSURE**

I Gilbert Torres, am working on Task Order No. DE-EM0003878/DE-DT0011253 for the US Department of Energy.

In performance on or in support of Task Order DE-EM0003878/DE-DT0011253, I certify that I shall not disclose any Government or DOE or contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. §423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. §423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Task Order DE-EM0003878/DE-DT0011253 to the Contracting Officer.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. §423.

NAME	<u>Gilbert Torres</u>	/	
	Print		Signature

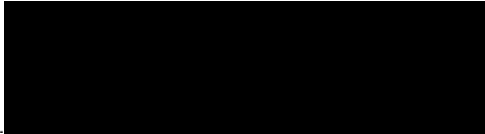


**INDIVIDUAL CONFLICT OF INTEREST DISCLOSURE**

**ADVISORY AND ASSISTANCE SERVICES**

I, Gilbert Torres, certify that within the last twelve months, no present, or current planned financial, contractual, individual or other interests relating to the performance of the Performance Work Statement (PWS) under Contract DE-EM0003878, Task Order DE-DT0011253, exists that would render myself unable to provide impartial assistance or advice to the Government, or impair my objectivity in performing the contract work, or offer an unfair competitive advantage.

I hereby certify that I have the authority to represent my organization, and that to the best of my knowledge and belief, the facts and representation presented above are accurate and complete.



Signature

4/25/16  
Date

Gilbert Torres President  
Name and Title

Sigma Science Inc.  
Organization