

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   3	
2. CONTRACT NUMBER DE-EM003528		3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUESTION/PURCHASE NUMBER 15RM002922
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section E, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Carin P. Boyd	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS carin.boyd@emcbc.doe.gov
	AREA CODE 513	NUMBER 246-0570	EXT.		

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS. AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

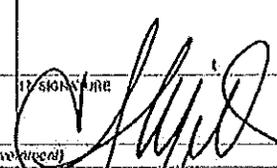
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if his offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (5)	75 CALENDAR DAYS (15)	30 CALENDAR DAYS (25)	CALENDAR DAYS (5)
	NET 30			

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR LOS ALAMOS NATIONAL SECURITY, LLC Attn: STEVE SHOOK P.O. BOX 1663, MS M325 LOS ALAMOS NM 875450001	CODE 175252894	FACILITY	15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) LOS ALAMOS NATIONAL SECURITY, LLC Charles F. McMillan, LANS Laboratory Director P.O. BOX 1663, MS A100 LOS ALAMOS NM 875450001
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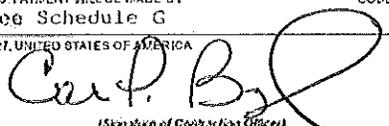
15B. TELEPHONE NUMBER AREA CODE NUMBER (505) 667-1101	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 9/23/15
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$309,790,555.00	21. ACCOUNTING AND APPROPRIATION See schedule
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22. AUTHORITY FOR USBO OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2504 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) ( 1 )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (If applicable unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 03001	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
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26. NAME OF CONTRACTING OFFICER (Type or print) Carin P. Boyd	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 9/23/2015
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION. Previous edition is unusable.

CARIN P. BOYD  
Contracting Officer

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(G)

NAME OF OFFEROR OR CONTRACTOR  
LOS ALAMOS NATIONAL SECURITY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Tax ID Number: 20-3104541  DUNS Number: 175252894  Delivery Location Code: 03001  EMCBC  US Department of Energy  EM Consolidated Business Center  250 E. 5th Street, Suite 500  Cincinnati OH 45202</p> <p>Payment:  OR for EMCBC  U.S. Department of Energy  Oak Ridge Financial Service Center  P.O. Box 6017  Oak Ridge TN 37831</p> <p>FOB: Destination  Period of Performance: 09/23/2015 to 09/30/2017</p> <p>CONTRACT TRANSITION (FROM M&amp;O TO EMLA LCBC)  Obligated Amount: \$524,921.00</p> <p>Accounting Info:  Fund: 01250 Appr Year: 2015 Allottee: 33 Report  Entity: 490820 Object Class: 25233 Program:  1111513 Project: 0002168 WFO: 0000000 Local Use:  0000000  Funded: \$524,921.00</p>				524,921.00
00002	<p>BASE PERIOD - YEAR 1 (FY 2016)  Line item value is: \$162,098,948.00  Incrementally Funded Amount: \$4,360,284.00</p> <p>Accounting Info:  Fund: 01250 Appr Year: 2015 Allottee: 33 Report  Entity: 490820 Object Class: 25233 Program:  1111512 Project: 0002167 WFO: 0000000 Local Use:  0000000  Funded: \$2,900,911.88</p> <p>Accounting Info:  Fund: 01250 Appr Year: 2015 Allottee: 33 Report  Entity: 490820 Object Class: 25233 Program:  1111513 Project: 0002168 WFO: 0000000 Local Use:  0000000  Funded: \$1,459,372.12</p>				162,098,948.00
00003	<p>BASE PERIOD: YEAR 1 (FY 2016) PRICED WORK SCOPE  FOR RISK AVOIDANCE  (IPL Section J, Attachment D1, Work Packages MG,  MU, 4T, RA, 4I, and T9 (Items 92-96))</p> <p>Continued ...</p>		EA	NSP	NSP

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0003528

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NAME OF OFFEROR OR CONTRACTOR  
LOS ALAMOS NATIONAL SECURITY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	COST: \$13,352,626.00 FEE: ██████████ (Not Separately Priced)				
00004	OPTION PERIOD 1 (FY2017 QTRS 1 & 2) Amount: \$74,211,282.00 (Option Line Item) Line item value is: \$74,211,282.00				74,211,282.00
00005	OPTION PERIOD 2 (FY 2017 QTRS 3 & 4) Amount: \$72,955,404.00 (Option Line Item) Line item value is: \$72,955,404.00				72,955,404.00
00006	OPTION PERIODS 1 & 2: (FY2017) PRICED WORK SCOPE FOR RISK AVOIDANCE (IPL Section J, Attachment D2, Work Packages RA, R3, 41, and T9 (Items 81-85) and Attachment D3, Work Packages 4T, RA, R3, 41, and T9 (Items 79-85))  OPTION PERIOD 1: COST: ██████████ FEE: ██████████  OPTION PERIOD 2: COST: ██████████ FEE: ██████████ (Not Separately Priced)		NA	NSP	NSP

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**NOTE: Numerous clauses throughout the contract are marked “Reserved.” During the pre-award fact-finding process, it was determined that these clauses were inapplicable. The clause text was deleted; however, the clause numbers were kept to preserve the numbering scheme. There is no intended future use for the “Reserved” clauses.**

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

### **B.01 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED**

This is a Cost-Plus-Award-Fee (CPAF) Legacy Cleanup Bridge Contract (LCBC, “Bridge Contract”) for the U.S. Department of Energy (DOE) Office of Environmental Management (EM) funded work-scope at the Los Alamos National Laboratory (LANL). The LANL Bridge Contract LCBC Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS). The LCBC Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by DOE) and otherwise do all the things necessary for performing in a safe, efficient, and effective manner.

The purpose of this contract is to perform the EM-funded work at LANL outside of the National Nuclear Security Administration (NNSA) Management and Operations (M&O) contract, for purposes of serving as a “bridge” to a contractor other than the LANL M&O contractor. This Bridge Contract will facilitate transition of the work from NNSA to DOE/EM oversight, with minimal disruption to the national security missions of LANL. In performing this Bridge Contract, the Contractor will rely on personnel, management and administrative functions, and systems existing under the M&O contract.

This Contract authorizes the LCBC Contractor to begin performing services under the contract after the issuance of the Notice to Proceed (NTP) by DOE/EM.

### **B.02 CONTRACT PRICING**

(a) The contract consists of the following separately priced Contract Line Item Numbers (CLINs):

CLIN	CLIN TITLE	ESTIMATED COST	TOTAL AVAILABLE BASE FEE @	TOTAL AVAILABLE AWARD FEE @	TOTAL AVAILABLE FEE @	TOTAL COST PLUS AVAILABLE FEE
<b>BASE CLINS</b>						
0001	Contract Transition					
0002	Base Period: Year 1 (FY2016)					
<b>TOTAL BASE PERIOD</b>						
0004	Option Period 1: (FY2017 Quarters 1 & 2)					
0005	Option Period 2: (FY2017 Quarters 3 & 4)					
<b>TOTAL OPTION PERIOD</b>						
<b>TOTAL BASE + OPTIONS</b>						

STRETCH SCOPE					
CLIN	CLIN TITLE	COST		FEE	TOTAL
0003	Base Period: Year 1 (FY2016) Priced Work Scope for Risk Avoidance (IPL Section J, Attachment D1, Work Packages MG, MU, 4T, RA, 41, and T9 (Items 92-96))				
0006	Option Periods 1 & 2: (FY2017) Priced Work Scope for Risk Avoidance (IPL Section J, Attachment D2, Work Packages RA, R3, 41, and T9 (Items 81-85) and Attachment D3, Work Packages 4T, RA, R3, 41, and T9 (Items 79-85))				
<b>TOTAL STRETCH SCOPE</b>		\$25,800,266			\$27,606,285

- (b) The period of performance for CLINs 0001-0006 will be in accordance with Section F.02 clause entitled, *Contract Term*. The parties may exercise the option periods pursuant to Clause F.03, Exercise of Option Periods.

**B.03 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) Pursuant to Section I clause entitled DEAR 970.5232-4, Obligation of Funds (DEC 2000)”, the total amount of incremental funding allotted is:

CLIN	FUND	APPR YR	ALLOTTEE	REPORT ENTITY	OBJECT CLASS	PROGRAM	PROJECT	WFO	LOCAL USE	AMOUNT
0001	01250	2015	33	490820	25233	1111513	0002168	0000000	0000000	\$524,921.00
0002	01250	2015	33	490820	25233	1111512	0002167	0000000	0000000	\$2,900,911.88
0002	01250	2015	33	490820	25233	1111513	0002168	0000000	0000000	\$1,459,372.12
TOTAL OBLIGATED										\$4,885,205.00

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, “Nuclear Hazards Indemnity Agreement,”* the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

**B.04 AWARD FEE**

- (a) Definitions:

- 1) *Earned Fee* means the base fee and award fee due the LCBC Contractor for achievement of a Final Performance Objective/Measure as defined by the Performance Evaluation Measurement Plan (PEMP) (Section J, Attachment C).
- 2) *Base fee* means the fixed amount of 1% fee that is established at the inception of the contract and is paid throughout the performance of the contract. Base fee will not vary with actual cost, but may be adjusted as a result of any subsequent changes to Section C. It is allocated to each award-fee evaluation period.
- 3) *Award Fee* means the portion of the fee that is “at-risk” depending on the LCBC Contractor’s overall cost, schedule, and technical performance as measured against contract requirements in accordance with the criteria stated in the Performance Evaluation Management Plan (PEMP) (Section J, Attachment C). The award fee will not vary with the actual cost but may be adjusted as a result of any subsequent change to the Section C, PWS.

- 4) *Available Fee* means the cumulative total fee for each evaluation period of the contract, including base fee and award (at-risk) fee.
- 5) *Provisional Fee* means 75% of at-risk fee paid out provisionally (not earned) during an evaluation period of the contract for making progress towards a Final Performance Objective.
- 6) *Evaluation Period* means each of the periods coinciding with the end of the contract base period, and each option period (if exercised).

(b) Payment of Fee:

- 1) Earned Fee shall be paid upon achievement of a Final Performance Objective, as determined by the Government at the end of an evaluation period. Earned fee is not provisional, dependent, or subject to offset or re-payment except in accordance with the clause entitled “Conditional Payment of Fee”.
- 2) Provisional Fee and Base Fee shall be paid in equal monthly installments at the last business day of the month during an evaluation period, unless otherwise agreed to in the PEMP. Provisional Fee payments may be suspended by the Contracting Officer where it is determined that the Contractor is failing to make progress toward achievement of a Final Performance Objective. In the event of such suspension, the LCBC Contractor may request the Management Steering Committee to review the Contracting Officer’s determination. Provisional Fee payments previously made shall be repaid to the Government in the event that the Final Performance Objective to which they are associated is not achieved.

(c) Beginning at issuance of the Notice to Proceed, the Government will begin evaluating the LCBC Contractor’s performance in accordance with the PEMP. While DOE reserves the right to unilaterally establish Performance Objectives, the parties will attempt to agree on Final Performance Objectives, associated incentives, and the criteria for determining their achievement in the PEMP prior to the start of each evaluation period. After an evaluation period has begun, changes may only be made by mutual agreement of the parties.

(d) RESERVED.

(e) RESERVED.

(f) All provisional and earned award fee determinations are unilateral decisions made solely at the discretion of the Government, but subject to the “Disputes” clause of the contract.

## **B.05 CONDITIONAL PAYMENT OF FEE**

Based on the importance DOE places on the LCBC Contractor’s or contractor employees’ compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved

Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause entitled, *DEAR 952.223-76 Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*.

## **B.06 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT**

- (a) Contract transition is from the award date of the contract through Notice to Proceed (NTP) by DOE. The transition period is estimated to be up to 30 days. Upon issuance of the NTP, the LCBC Contractor shall commence the execution of all transitioned environmental contract requirements under the Bridge Contract. During the transition period, the LCBC Contractor shall perform those activities necessary to transition the Section C scope to requirements from the M&O contract to the Bridge Contract. During the transition period, the LCBC Contractor's management team, the Management Steering Committee and other staff as necessary shall plan and conduct those activities that provide for an orderly transition of the Bridge Contract requirements. The LCBC Contractor shall conduct all activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services during the transition period. Any agreement that requires DOE consent will be subject to a 14-day review and approval period after this transition period. DOE comment resolution can also be accomplished after the transition period and review period. All transition costs shall be included in the Total Estimated Contract Cost of this contract. No fee is payable for transition activities (see Section B clause entitled, *Contract Pricing*). Therefore, Contractor performance for those transition activities will not be considered in the Award Fee determinations for the LCBC.

## **B.07 COMPLIANCE WITH REASONABLE AND ATTAINABLE INCENTIVIZATION**

As an incentive contract, the parties agree that, except for any base fee, the amount of profit or fee payable under this Contract will, consistent with FAR 16.401(a), relate to the contractor's performance and, as such, the PEMP's for this contract will establish reasonable and attainable targets that are clearly communicated to the Contractor and which both motivate Contractor efforts that might not otherwise be emphasized and discourage Contractor inefficiency and waste. The Parties shall attempt to reach mutual agreement on performance measures and incentives in the PEMP prior to the start of the fee earning period. In the event that mutual agreement cannot be reached within 14 calendar days of the start of the performance period, the matter shall be submitted to the Management Steering Committee for consideration. DOE reserves the unilateral right to make the final decision on all performance measures and incentives subject to compliance with FAR 16.401(a).

## **SECTION C DESCRIPTION/SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT**

#### **C.1.0 FORMAT AND STRUCTURE**

The PWS includes ten sections. Sections C.1.0 and C.2.0 contain the introduction information and transition requirements, which are relevant to the entire scope of the Contract. Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.7.0 contain the technical requirements for the specific EM Facility Structure; Environmental Remediation; Waste Management; Facility Stabilization, Deactivation, Decommissioning, and Demolition. Section C.8.0 contains general program management and support requirements, which are relevant to the entire scope of the Contract. Section C. 9.0 addresses the list of applicable deliverables and Section C.10.0 incorporates the list of applicable exhibits, which are also relevant to the entire scope of the Contract.

#### **C.1.1 GENERAL AND BACKGROUND INFORMATION**

Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) was charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. Since its inception in 1943 when the United States Army Manhattan Engineer District was established for the development and assembly of an atomic bomb, the Los Alamos National Laboratory (LANL) has fulfilled numerous DOE missions including nuclear weapons design and testing; high explosives research, development, fabrication, and testing; chemical and material science research; electrical research and development; laser design and development; and photographic processing.

Waste management activities at the LANL resulted in the release of hazardous wastes, hazardous waste constituents, mixed waste, radiological and transuranic (TRU) wastes, groundwater contaminants, toxic pollutants, and Explosive Compounds into the soils, sediments, and groundwater. EM is a tenant on the LANL site, the National Nuclear Security Administration is the landlord and maintains site-wide infrastructure. EM is responsible for cleaning up and remediating the effects from these historical operations as part of the legacy waste remediation; EM is not, however, responsible for the environmental effects or impacts of current LANL operations.

The majority of EM's cleanup work at LANL is driven by regulatory compliance agreements, DOE radiological regulations, and permits issued by various agencies. Foundational agreements include the:

- 2005 Compliance Order on Consent between the New Mexico Environment Department (NMED) and LANL (Consent Order), which governs the cleanup of legacy contaminant releases to the environment and based on Resource Conservation and Recovery Act (RCRA) requirements;

- 2010 National Pollutant Discharge Elimination System (NPDES) Individual Permit for Stormwater, NM0030759, issued by the U.S. Environmental Protection Agency (EPA); and
- 2012 Framework Agreement, TA-54, MDA-G Transuranic Waste Removal, which changed the relative priorities of transuranic waste disposition relative to Consent Order work scope.

Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), environmental permits, closure plans, Federal and State of New Mexico regulations, Records of Decision (RODs) and other implementing documents. Although most of the environmental permits are issued to the LANL landlord as operator or owner/operator, the EM legacy environmental cleanup activities will have to comply with those permit provisions, as if EM was a co-owner with NNSA.

Funding for the LANL EM legacy waste cleanup and remediation will be through EM distribution channels (instead of as previously done through NNSA's). The LANL EM legacy waste cleanup and remediation will focus equally on reducing risks to workers, the public, and the environment

### **C.1.2 CONTRACT PURPOSE AND OBJECTIVES**

This contract serves as a “bridge” contractual agreement to assist in the migration of EM-funded work from a Management and Operating contract managed and controlled by the NNSA to a contract that will be competed, managed and controlled by EM in accordance with its policies and procedures. Its purpose is to safely accomplish select legacy environmental cleanup work at LANL within a one-to-two year contract period. The contract will apply performance-based contracting approaches and techniques to the execution of the cleanup and remediation work during the contract period. The LANL Legacy Cleanup Bridge Contract (LCBC) will require the LCBC Contractor to perform all work specified in the contract and to determine the specific methods of accomplishing the work. The LCBC Contractor shall comply with all Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other types of directives that are listed in Section J, Attachment A or Exhibit C-1), Regulatory Permits, Agreements and Orders and Milestones with the regulators (both State and Federal) in the performance of this contract.

The LCBC EM mission work encompasses ongoing legacy above ground stored transuranic waste disposition activities, ground and surface water monitoring and protection programs, groundwater contaminant plume investigation and evaluation including for hexavalent chromium and high-explosive contamination, aggregate area investigations and remediation activities, and facility deactivation, decommissioning, and demolition (DD&D) activities that have historically been performed within the LANL M&O contract. The scope of the LCBC contract is specifically categorized within the following areas that EM calls Project Baseline Summaries (PBS):

- PBS-0013, Solid Waste Stabilization and Disposition: This includes maintaining all above grade stored contact handled (CH)-TRU and other waste streams in a safe configuration until treatment and processing of wastes is planned and authorized; develop and implement an appropriate nuclear safety basis for the nitrate salt drum waste stream; treatment of the nitrate salt waste stream; disposition of Mixed Low Level Waste/Low Level Waste (M/LLW); treatment, management, characterization, storage, and disposal of excess EM radioactive and hazardous materials; and support the disposition and storage of newly-generated TRU waste.
- PBS-0030, Soil and Water Remediation: This includes compliance with the RCRA processes in the Consent Order that include work planning, investigation, evaluation, and remediation and includes interim measures; groundwater compliance monitoring and specific plume investigation and remediation for hexavalent chromium and high-explosive contaminants; surface water monitoring and protection activities include those for the NPDES Individual Permit for Stormwater, soil investigations and contaminant remediation in several aggregate area and project areas; and investigation, evaluation, and proposal of potential remedies in several material disposal areas.
- PBS-0040-D, Deactivation and Decommissioning of Defense Nuclear Facilities: This includes supporting near-term federal and LCBC Contractor demolition activities for warehouse, sanitary waste treatment plant, and associated slabs.

To support these high-level PBSs, the LCBC contract also includes the following common support-type activities that are inherent to the execution of the EM work scope included by PBS:

- Report status of performance and updates under the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP) to the NNSA M&O Contractor;
- Maintenance of the Environmental Information Management System (EIMS) database of environmental sampling results and other databases containing similar data that has not been migrated into EIMS;
- Processing and managing records related to environmental remediation activities;
- Quality assurance in document production and document control including maintenance of the electronic reading room of EM program documents;
- Management and integration of various programmatic activities such that all PBS activities are integrated;
- Developing and executing strategies for effective and integrated execution of EM work scope;
- Support communication of DOE/LANL strategies with stakeholders including the public IP semi-annual meetings, Northern New Mexico Citizen's Advisory Board, and the Regional Coalition of LANL Communities (RCLC).
- Coordination with the County of Los Alamos including SWMU working groups, utilities and public works groups, access agreements, Potential Release Site (PRS) database reviews of County projects, and attendance at interdepartmental review committee (IDRC) meetings, etc.
- Apportioned support for maintaining a geographic information systems (GIS), Project Requirements Identification System (PRID), and other project siting and review systems; and

- Regulatory deliverable tracking, reporting and program support to other cleanup efforts.

The DOE has other prime contractors that support ongoing activities at the LANL. The number of contractors and scope of the contracts may change during the period of performance of this Contract. During the term of this Contract, the LCBC Contractor shall interface with the other site contractors. The LCBC Contractor shall establish Interface Agreements in accordance with Section 2.1 with the other Department of Energy-Los Alamos contractors, as required. The LCBC Contractor will not be responsible for performance of the other DOE-Los Alamos Contractors/Subcontractors, but will remain responsible for those LCBC Contractor subcontractors.

1. Los Alamos National Security, LLC, the NNSA M&O Contractor for landlord functions, work control, access and security, IT and equipment services, etc. DE-AC52-06NA25396 (as defined in Section J, Exhibit C-3).
2. TSAY Professional Services Inc. for technical support and minor construction. DE-EM0003298, issued through DOE at the M&O Contractor's request.
3. U.S. Army Corps of Engineers, used for various tasks including National Environmental Policy Act (NEPA) and New Mexico Office of the State Engineer permitting support to the LCBC work scope on chromium investigation.
4. DLE Technical Services, LLC, for the execution of independent verification surveys of land parcels being prepared for transfer under Public Law 105-119. DE-EM0002035/0455-12-202970-01.
5. Consultants and contractors brought in from other DOE sites to review and comment on LCBC work scope.
6. Federal waste transportation contractors currently being used for shipment of M/LLW to both commercial disposal sites and to the National Nuclear Security Site in Nevada.
7. Central Characterization Project

Work scope described in the following sections that shall be performed under this contract are included the Integrated Priority Lists (Section J, Attachments D1, D2, and D3). These IPLs also identify optional stretch work scope for CLINs 0003 and 0006 that must be authorized as a contract change as a result of potential risk avoidance.

## **C.2.0 GENERAL TRANSITION SCOPE**

During the transition period, as specified in the Section F clause entitled, *Contract Term*, the LCBC Contractor shall perform those activities that are necessary to transition work from the current NNSA M&O contractor in a manner that: (1) ensures that all work for which the LCBC Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly accounting of resources, responsibilities, and accountability in support of EM work scope from the previous contractor accounting or changing codes; (3) provides for a complete and accurate reporting of cleanup and remediation work scope activities and associated indirect labor

costs for the LCBC work scope; and (4) provides for the ability of the LCBC Contractor to perform the work in an efficient, effective, and safe manner. The workforce will not be transitioned from the NNSA M&O Contract to the LCBC Contract. Instead, the LCBC Contractor must determine up front the appropriate resources needed to perform the scope of this contract and allocate and separately account for charges applicable to EM work scope within Work Breakdown Structure packages and Integrated Accounting system charge codes that separately account for the EM work. Any changes in the workforce shall be managed in accordance with the requirements of any and all applicable Section H, Contractor Human Resource Management clauses, within the contract transition period, which is expected to be from the issuance of the contract. The first day of the Transition Period will be the contract award date through the issuance of the Notice To Proceed (NTP) under the contract.

The LCBC Contractor shall perform the transition activities listed in the transition plan and shall ensure all necessary personnel, including key personnel for the LCBC Contractor (Section I, Key Personnel) are on-site during the transition period, unless specifically directed otherwise by the Contracting Officer (CO). During the Transition Period, the LCBC Contractor shall brief workers, Federal staff, and stakeholders on the LCBC Contractor's approach and commitments for accomplishing the PWS. Following the transition period, all employees and subcontractors that are permanently assigned to this project are not eligible for per diem, travel, or any other miscellaneous expenses unless specifically approved in writing by the CO.

### **C.2.1.01 TRANSITION PLAN**

The LCBC Contractor shall submit a Transition Plan for DOE approval no later than 23 September 2015. The Transition Plan shall cover the necessary activities during the transition period from the contract award date to the NTP or completion of transition activities. The plan shall provide sufficient detail for all transition activities, including but not limited to:

- a description and status of all necessary transition activities;
- coverage of key functional and matrix support areas during the transition period;
- any changes in strategy for developing required documents (including licenses and agreements);
- a brief description of all involved organizations;
- planned execution of Interface Agreements with other EM Los Alamos Field Office contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations; and,
- required utilities and other transition activities such as retention of personnel, and adoption or revisions of required plans and procedures.

The objectives of the Transition Plan are to ensure that implementation of the contract minimizes impacts on continuity of operations. The LCBC Contractor shall perform due diligence to ensure that all transition activities are identified and completed during the Transition Period or a determined time after that, e.g., service agreements for example are to be put in place 4 months after NTP (see Mandatory and Optional Site Services section below).

The LCBC Contractor shall put into place any Interface Agreements necessary between it and other DOE-Los Alamos contractors/subcontractors to define necessary interface points, scope boundaries, and/or provision of services, as required. A purchase order, subcontract, or other contracting vehicle between the contractors may dually serve as the necessary Interface Agreement where appropriate. The reimbursement for the exchange of services will be on a total cost basis which includes all direct and indirect costs. The LCBC Contractor shall provide informational copies of all Interface Agreements to DOE as they are established.

To ensure continuity of operations, the LCBC Contractor shall continue to use the NNSA M&O contractors' programs and procedures after NTP. The LCBC Contractor may revise those programs and procedures it deems necessary, provided the programs and procedures remain in compliance with DOE requirements.

### **Status Reports - Transition Activities**

The LCBC Contractor shall provide weekly status reports of transition activities to EMLA Field Office Manager and the Contracting Officer Representative (COR). The LCBC Contractor shall establish routine status meetings with EMLA Field Office Manager, COR, and other affected contractors to review transition activities and issues until the end of Contract transition period. The Contractor will raise issues, if any, to the Management Steering Committee. The LCBC Contractor shall coordinate directly with the EM Los Alamos Field Office, and other organizations and contractors to finalize any transition agreements required to assume full responsibility.

### **DOE Safeguards and Security Survey**

Responsibility for Safeguards and Security at LANL shall continue to reside with the NNSA M&O Contractor and is not part of the LCBC Contract. Although the LCBC Contractor will NOT be assuming control and responsibility for Safeguards and Security (SAS), the LCBC Contractor may be subject to a DOE SAS initial survey conducted in accordance with DOE Order 470.4B, Admin Change 1, Safeguards and Security Program. The results of the survey may define LCBC Contractor interfaces with the NNSA M&O Contract and security contractor regarding SAS responsibilities, in particular, LCBC Contractor responsibility for classified information protection, interfacing with LANL physical security requirements. Following the receipt of DOE NTP, the LCBC Contractor shall interface with the NNSA M&O and physical security contractors.

### **Permits**

Exhibit C-1 *List of Current Environmental Permits Applicable to EM Los Alamos Work Scope* provides the lists of permits currently applicable to the work (e.g., site-wide level RCRA permits, EM facility-specific air permits, and EM facility-specific Waste Water Land Application permits). With respect to any new permits, the Parties agree to modify Exhibit C-1 to reflect such permits.

Exhibit C-2 *List of Current Memorandums of Understanding and Memorandums of Agreements*

*Applicable to the EM Work Scope* provides the lists of permits currently applicable to the work.

### **Mandatory and Optional Site Services**

The LCBC Contractor shall establish a formal interface agreement with the NNSA M&O Contractor describing how the mandatory and optional site services per Exhibit C-3 will be performed and reimbursed throughout the LCBC contract period. This agreement shall be submitted to DOE 4 months after the NTP.

### **Zipper Plan/Matrix**

The LCBC Contractor shall develop and maintain a zipper plan or matrix of the interfaces between LCBC Contractor personnel and EM-LA Field Office Personnel. The initial plan/matrix and updates shall be provided to DOE within two (2) weeks of changes in the plan/matrix.

## **C.3.0 EM FACILITY STRUCTURES**

General Infrastructure support will be provided by the NNSA M&O contractor to the LCBC Contractor during the contract period of performance. The NNSA M&O contractor maintains site roads including snow removal, weed control, lighting, and sign maintenance up to the EM-owned areas and facilities. The NNSA M&O contractor maintains other site grounds that are outside of the EM facilities and structures as identified in Exhibit C-3 Mandatory and Optional Site Services.

### **C.3.1 EM FACILITIES AND STRUCTURES**

The LCBC Contractor shall operate and maintain (through negotiated support services) the buildings and structures listed in Exhibit C-4 *List of EM Buildings and Structures*. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management in accordance with the LCBC Contractor's proposed approach. The LCBC Contractor shall maintain needed facilities, equipment, and roads within EM facilities throughout the performance period to function at the same level and in the same condition, less normal wear and tear as at the contract effective date.

The LCBC Contractor shall obtain utility services from the NNSA M&O contractor for facilities listed in Exhibit C-4, *List of EM Buildings and Structures*. Utility services must provide adequate building protection. The NNSA M&O contractor provides electrical power.

## **C.4.0 ENVIRONMENTAL REMEDIATION**

To the extent work is funded by the DOE, the LCBC Contractor shall ensure compliance with RCRA requirements and the DOE-funded RCRA-based 2005 Compliance Order on Consent between the New Mexico Environment Department (NMED) and LANL, 2010 National Pollutant Discharge Elimination System (NPDES) Individual Permit for Stormwater, and the 2012 Framework Agreement, TA-54, MDA-G Transuranic Waste Removal, with the exception of the schedule which will be established by the DOE. The LCBC Contractor shall develop,

submit, and finalize reports required by the above documents in accordance with Exhibit C-9 *Environmental Regulatory Structure and Interface Protocol for the LCBC Contractor*. Key Consent Order deliverables are listed in Section J, Attachment B List of Contract Deliverables/Submittals and Milestones.

This scope also includes, but is not limited to: hazardous substance release site evaluation and remediation, institutional controls, monitoring, operation and maintenance of remedial actions, and EM Five-Year reviews. The LCBC Contractor shall implement Quality Assurance Project Plan (QAP) as appropriate for data collection activities under the Consent Order.

#### **C.4.1 SURFACE WATER/GROUND WATER SAMPLING AND MANAGEMENT PROGRAM**

##### **C.4.1.01 INTERIM FACILITY-WIDE GROUNDWATER MONITORING PLAN**

The LCBC Contractor shall implement the groundwater monitoring program in accordance with the Interim Facility-Wide Groundwater Monitoring Plan (IFGMP) monitoring year (MY) 2015. The LCBC Contractor shall interface with and coordinate sampling with the NNSA M&O Contractor to accomplish the complete monitoring program scope (the sampling scope, well infrastructure, and equipment are shared). Sampling and sample shipment for chemical analysis shall be coordinated through the NNSA M&O Contractor's Sample Management Office (SMO).

The LCBC Contractor shall collaborate with the NNSA M&O contractor and shall propose annual revisions to the IFGMP for each subsequent monitoring year to incorporate new monitoring information and submit the proposed revisions to the EM Los Alamos Field Office as contract deliverables for submittal to the NMED Hazardous Waste Bureau (HWB) for review and approval by May 30<sup>th</sup> of each year.

The LCBC Contractor shall manage the data received from analytical companies conduct monthly data review meetings, and provide one day and 30 day notifications, as required, to the NMED Hazardous Waste Bureau of review results in accordance with the 2005 Consent Order requirements (to include modifications).

The LCBC Contractor shall develop and submit Periodic Monitoring Reports (PMR) as scheduled in the IFGMP MY 2015, of which there are currently four that fall within the LCBC 1<sup>st</sup> period. The number of campaigns per monitoring year and PMRs is expected to change from year-to-year. The known PMRs to date include (by FY):

<b>#</b>	<b>Monitoring Group</b>	<b>Sampling Campaign</b>	<b>Due Date</b>
	<b>FY2016</b>		
1	Chromium Investigation	Conducted under LCBC in FY2015, delivered	November 30, 2015
2	Los Alamos/Pueblo	Conducted under LCBC in FY2015, delivered	November 30, 2015
3	Material Disposal Area (MDA) C	Conducted under LCBC in FY2015, delivered	November 30, 2015

4	Mortandad/Sandia	Conducted under LCBC in FY2015, delivered	November 30, 2015
	<b>Remainder to be developed in IFGMP for MY2016</b>		

The LCBC Contractor shall plan, track, and deliver products required under the IFGMP, providing deliverables to the EM Los Alamos Field Office within the timeframes specified in Section J, Exhibit C-7 (GFS/I) before the required deliverable due date for DOE review and approval.

The LCBC Contractor shall plan for and conduct maintenance, as necessary, on the EM-owned portion of the sampling system including wells, boreholes, monitoring ports, sampling systems, pumps, and well pads and equipment as necessary so as to ensure collections of groundwater samples.

The LCBC Contractor shall report any deviations from planned IFGMP scope identified during sampling campaigns in the appropriate PMR. The LCBC Contractor shall maintain a watch list of groundwater monitoring locations that have follow-up actions required because of concerns about the reliability and representativeness of water quality from those wells. The LCBC Contractor shall keep the EM Los Alamos Field Office and NMED-HWB apprised of watch list items.

Although LANS Associate Director for Environmental Programs also samples 12 Los Alamos County wells, 5 locations for the City of Santa Fe, and 5 San Ildefonso Pueblo Memorandum of Understanding locations not included in the IFGMP, this additional sampling is not part of EM scope, but part of functions shared within the facility.

**C.4.1.02 SURFACE WATER PROTECTION MONITORING PROGRAM**

**C.4.1.02.01 Los Alamos / Pueblo Canyons**

The LCBC Contractor shall implement the surface water protection monitoring program in accordance with the Los Alamos and Pueblo Canyon Sediment Transport and Mitigation Plans and the Sandia Canyon Wetland Performance monitoring plan as required under the Consent Order. The LCBC Contractor shall interface with and coordinate surface water and sediment sampling with the NNSA M&O Contractor to accomplish the monitoring program scope (the scope is shared). The LCBC Contractor shall develop and submit a stormwater performance report by watershed. Sampling shall be coordinated through the NNSA M&O contractor’s Sample Management Office (SMO).

The LCBC Contractor will continue to interface with and provide technical support on the Los Alamos/Pueblo Canyon Early Notification System and the Los Alamos/Pueblo Canyon Stormwater Quality Sampling System under the *Memorandum of Understanding between U.S. Department Of Energy and the Buckman Direct Diversion Board Regarding Water Quality Monitoring* (Listed in Exhibit C-2).

These report(s) shall be prepared and provided to the EMLA Field Office for submittal to NMED as follows; Performance Monitoring Report for the Los Alamos and Pueblo Canyons Sediment Transport and Mitigation by March 31, 2016 and 2017; and the Performance Monitoring Report for the Sandia Canyon Wetlands by April 30, 2016 and 2017.

#### **C.4.1.02.02 Individual Permit for Stormwater**

The LCBC Contractor shall plan, strategize, and implement storm water protection activities under the NPDES Individual Permit for Stormwater (IP). The LCBC Contractor shall respond to the annual/seasonal storm events with sampling, analysis, installation of appropriate physical controls or analysis under alternative courses of action for each of the storm-impacted sample management area (SMA). The LCBC Contractor shall coordinate the IP activities with the NNSA M&O Contractor such that these activities do not interfere with other LANL stormwater program activities. The LCBC Contractor shall complete IP screening of storm water and sediment data to evaluate appropriate corrective actions, develop site-specific demonstrations of pollutant sources and submit alternative compliance requests as necessary.

The LCBC Contractor shall provide for inspection and maintenance of stormwater controls installed per the IP. The LCBC Contractor will provide for flooding repairs for IP controls and equipment on schedules determined in collaboration with the EM Los Alamos Field Office.

The LCBC Contractor shall provide technical leadership and coordination between the LCBC Contractor, the NNSA M&O Contractor, and the EM Los Alamos Field Office on the IP renewal application submitted to and negotiations with the U.S. Environmental Protection Agency. The LCBC Contractor will coordinate discussions with the NMED-Surface Water Quality Bureau and with stakeholders such as the Communities for Clean Water.

The LCBC Contractor shall plan, track, and deliver products required under the IP, providing deliverables to the EM Los Alamos Field Office within the timeframes specified in Section J, Exhibit C-7 (GFS/I) before the required deliverable due date for DOE review and approval. These deliverables shall include the following recurring deliverables:

- IP Compliance Status Report due annually on March 1,
- IP Annual Compliance Report due annually on March 1, and
- Stormwater Discharge Pollution Prevention Plan (SDPPP) due annually on March 1.

The LCBC Contractor shall maintain and transition the administrative records for the IP and coordinate legacy records with the NNSA M&O Contractor to support IP compliance.

#### **C.4.1.03 HEXAVALENT CHROMIUM GROUNDWATER PROTECTION**

The LCBC Contractor shall conduct investigation activities for the hexavalent chromium contaminants that originated at the head of Sandia Canyon and have migrated down canyon, into the perched-intermediate zone, and into the regional aquifer beneath Mortandad Canyon.

The LCBC Contractor shall conduct those activities in the FY2016 and 2017 Integrated Priority Lists (Section J, Attachments D1, D2, and D3) and in accordance with the *Interim Measures Work Plan for Chromium Plume Control (EP2015-0089, May 2015)* and the *Work Plan for Chromium Plume Center Characterization (EP2015-0127, July 2015)*, including:

- Installation of two additional extraction wells – one associated with plume control and one associated with the plume-center characterization, as determined at completion of the pumping of the other 2 extraction wells in FY2016 (one each in FY2016 and FY2017 (CLINs 2 and 4),
- Install a monitoring well R-67 (corehole CrCH-6 drilling and cores) in FY2015 and provide the fact sheet and well completion report by the second quarter FY2016 (CLIN 2),
- Install SIMR-2 monitoring well on Pueblo de San Ildefonso property in FY2015 and provide the fact sheet and well completion report by the second quarter FY2016 (CLIN 2), in accordance with the *Limited Access Agreement for the Installation and Operation of a Regional Aquifer Well on Pueblo de San Ildefonso Land* and the MOU and Protocols listed in Section J, Attachment B, and
- Install four injection wells for plume control in FY2016 and two injection wells in FY2017 (four in CLIN 2 and two in CLIN 4)
- Design and construct infrastructure to manage extracted water through treatment and disposition within FY2016 (CLINs 2 and 4) and
- Compliance with regulatory requirements including but not limited to supporting Federal NEPA activities, discharge permits, and New Mexico Office of the State Engineer permits.

The LCBC Contractor shall conduct laboratory bench and column scale studies to answer questions to allow development of a remedy evaluation. These studies shall include those necessary to evaluate the ability of the hydrology to support natural monitored attenuation, chemical reduction, and bioremediation; studies to support extraction and injection capabilities; and core material studies.

The LCBC Contractor shall develop/improve necessary groundwater models to facilitate remedial system designs and evaluations. The modeling shall show impacts to water both from extraction and injection of water and reflect contaminant transport across the LANL boundary with the Pueblo de San Ildefonso. The models shall be validated and be capable of assessing remedial system operations and projecting short- and long-term performance.

The LCBC Contractor shall operate the extraction wells, injection wells, water treatment, and water distribution systems to implement the interim measure for plume control and for the plume-center characterization. The LCBC Contractor shall model the performance of the groundwater system and treatment equipment through sampling results and provide an evaluation of the groundwater system performance and recommendations for system changes to obtain continued system performance. An Interim Measures report of these results and recommendations shall be provided to the EM Los Alamos Field Office as a contract deliverable due to the EM Los Alamos Field Office by 15 months after the operation of the first injection well. The LCBC Contractor shall include a projection of when the boundary protection interim

measure can reflect concentrations along the boundary being less than the NMWQCC standard of 50 ppm.

The LCBC Contractor's chromium investigatory activities above shall be conducted to support a future contractor's Corrective Measures Evaluation (CME) Report and proposal of a final remedy to the EM Los Alamos Field Office for subsequent delivery to the NMED-HWB. Sampling shall be coordinated through the NNSA M&O contractor's Sample Management Office (SMO).

#### **C.4.1.04 ROYAL DEMOLITION EXPLOSIVE GROUNDWATER PROTECTION**

The LCBC Contractor shall perform the currently planned work to investigate and evaluate the extent of Royal Demolition Explosives (RDX) in the groundwater and surface water region of Water Canyon, Cañon de Valle and Technical Area 16. The current activities are identified in the Fiscal Year (FY) 2016 and 2017 Integrated Priority List in Section J, Attachment D. The LCBC Contractor will perform work to the NMED-HWB-approved work plans relevant to the RDX groundwater contaminants. Specific work that will be performed under this contract include the following:

- The LCBC Contractor shall implement hydrologic interim measures pump testing on the wells associated with RDX sampling including CdV-9-1i for the purpose of determining an appropriate remedy for RDX in the groundwater in FY2016 (CLIN 0002). The potential remedy is not expected during this contract period.
- The LCBC Contractor shall conduct NMED-directed tracer study to provide recommendations for testing modifications and required updates to the investigatory work plan in FY2016 and 2017 (CLINS 0002 and 0004). NMED directed deliverables associated with these tests will be submitted as required.
- The LCBC Contractor shall continue the evaluations of RDX degradation and evaluation of enhanced bioremediation in FY2016 and 2017 (CLINS 0002 and 0004).
- The LCBC Contractor shall complete a course of action to close out the surface Corrective Measures Evaluation by either obtaining an acceptable EPA permit and implement granular activated carbon (GAC) treatment of the alluvial groundwater discharge from the surface springs' discharge of RDX into the surface waters in TA-16, or reporting on the lack of beneficial operation and equipment removal in FY2016 (CLIN 0002). This includes obtaining discharge permits to allow the treatment of springs' water including the necessary regulator interactions with the NMED Surface Water Quality Bureau and the EPA.
- The LCBC Contractor shall continue the hydrogeologic investigations and modeling of the groundwater system in the vicinity of Water Canyon, Cañon de Valle, and TA-16 in FY2016 (CLIN 0002) and continue moving towards a subsurface remedy plan in FY2017 (CLIN 0004).

- The LCBC Contractor shall obtain all necessary permits before initiating any activities.

Sampling shall be coordinated through the NNSA M&O contractor's Sample Management Office (SMO).

The LCBC Contractor shall conduct annual inspections and perform maintenance on the erosion controls in the drainages to the 90s Line Pond at TA-16 and provide an annual report as a contract deliverable for submittal to NMED by November 30, 2015 and November 30, 2016 (CLINs 0002 and 0004).

## **C.4.2 VADOSE ZONE GAS OR MOISTURE MONITORING**

### **C.4.2.01 Material Disposal Area C Pore Gas Monitoring**

The LCBC Contractor shall perform pore gas monitoring at Material Disposal Area (MDA)-C in accordance with a monitoring plan approved by NMED-HWB. Sampling shall be coordinated through the NNSA M&O contractor's Sample Management Office (SMO) (CLINs 0002, 0004 and 0005).

### **C.4.2.02 Material Disposal Area L Soil Vapor Extraction**

The LCBC Contractor shall submit a FY-end progress report of the FY of SVE operations and post-FY analytical results from a complete suite of port sampling due September 30, 2016." Sampling shall be coordinated through the NNSA M&O contractor's Sample Management Office (SMO). The LCBC Contractor shall conduct quarterly sampling and complete a full annual analytical suite in accordance with the IMWP. The LCBC Contractor shall submit a report of the first year of SVE operations and post-year analytical results from a complete suite of port sampling. This report shall make a recommendation on continued operation including changes to passive or active control (pumping).

The LCBC Contractor will support discussions of the SVE with the NMED-HWB, with the Northern New Mexico Citizen's Advisory Board, and the Pueblo de San Ildefonso (CLINs 0002, 0004 and 0005).

## **C.4.3 AGGREGATE AREA INVESTIGATIONS AND REMEDIATION**

### **C.4.3.01 Townsites (Historical Properties)**

The LCBC Contractor shall perform cleanup activities on historic LANL properties that are now privately owned or are within the LANL boundary. Access to these properties will require access through adjacent private property of Los Alamos County property. These activities include cleanup of the following sites as described in the Upper Los Alamos Canyon Aggregate Area Investigation Report:

- PCB cleanup at SWMU 01-001(f) on the cliff-side behind the Timber Ridge apartment complex in FY2016 (CLIN 0002); and
- Lead contaminants at SWMU C-43-01 on cliff-sides behind the National Radiological Laboratory near the bridge across Los Alamos Canyon in FY2016. LANS shall identify any additional sites within the 13 remaining sites within the Upper Los Alamos Canyon Aggregate Area with a preference to those sites on private property or requiring access through private property to be performed in FY2016 and early FY2017 (CLIN 0004).

The LCBC Contractor shall perform cleanup and confirmatory sampling and shall report progress in a document to be submitted to EM-LA on September 21, 2016).

#### **C.4.3.02 Middle Los Alamos Canyon Aggregate Area Cleanups**

The LCBC Contractor shall complete the cleanup of Phase II investigation-identified contamination areas in the Middle Los Alamos Canyon Aggregate Area. This work scope is planned as potential work scope in FY2016 CLIN 0003 and must be authorized by the Contracting Officer upon non-realized risk in the rest of the FY2016 work scope. If it is not authorized in FY2016, it would be base scope in FY2017 CLIN 0004.

#### **C.4.3.03 Supplemental Investigation Reports**

The LCBC Contractor shall prepare and submit supplemental investigation reports (SIR) based on recent inputs from NMED-HWB to include risk assessment of already investigated sites to allow submittal of certificates of completion for the following canyon aggregate areas:

- 31 sites in Upper Mortandad Canyon Aggregate Area in FY2016,
- 47 sites in Upper Canada del Buey Aggregate Area
- Sites in Technical Area 49 Aggregate Area both Inside Nuclear Environmental Site and Outside Nuclear Environmental Site (2) in FY2016,
- Sites in Cañon de Valle Aggregate Area Technical Area 14 in FY2016,
- Sites in North Ancho Canyon Aggregate Area in FY2016,
- Sites in Lower Sandia Canyon Aggregate Area in FY2016, and
- Threemile Canyon Aggregate Area
- (Although currently planned for FY2015, this activity will be carried over onto this contract with funding as uncompleted prior year scope as a contract change: 25 sites in the Threemile Canyon Aggregate Area to be completed before the end of the 3<sup>rd</sup> quarter FY2016. This activity is not currently authorized by the Contracting Officer.)

These activities include completion of the SIRs, supporting NMED-HWB review of submitted SIRs, and preparation of revisions incorporating NMED comments, and finalizing the reports and submitting certificates of completion for those sites that qualify. (CLIN 0002 for development of the documents in FY2016; CLIN 0004 for resolving NMED comments in the first quarter of FY2017).

#### **C.4.3.04 Aggregate Area Risk Characterizations**

The LCBC Contractor shall respond to NMED comments on the Historical Investigation Report (HIR) and Investigation Work Plan (IWP) for the South Ancho Canyon Aggregate Area that were submitted to NMED in prior FY 2015. Some SWMUs in the South Ancho Canyon Aggregate Area were generally investigated in some fashion before the current requirements in the Consent Order and have been remediated based on known problems and coordination with similar remediation in other canyon areas. However, most of the area has not been investigated under the sample quality requirements in the Consent Order to date.

#### **C.4.3.05 Aggregate Area Prioritized Cleanups**

The LCBC Contractor shall conduct remediation activities at 13 of the 19 sites in aggregate areas that have already been initially investigated. These 13 sites will be prioritized to accomplish the field cleanups utilizing effective contracting mechanisms. Eighteen of the 19 sites require soil and debris cleanup of an estimated ~7,200 cubic yards of waste including industrial, low-level, PCB, and mixed PCB wastes (based on NNSA M&O contractor estimate). These activities are expected to include work planning, statement of work preparation, and procurement of a cleanup contract or task order.

This remediation shall be conducted such that each of the 13 areas meet negotiated cleanup standards and risk assessment as agreed with DOE (Many of these areas are industrial and residential cleanup levels may not be appropriate or achievable). The remediation shall be confirmed through soil sampling in accordance with Consent Order requirements. The remediation shall be followed up by preparation and submittal of a remediation report submitted to the EM Los Alamos Field Office for subsequent submittal to NMED-HWB by September 30, 2016.

The potential prioritized cleanups include the following SWMU sites for:

- FY2016 CLIN 0003 - nine sites as '2<sup>nd</sup> phase': 03-049(a), 03-049(b), 03-049(e), 39-007(a), 39-001(a), 39-001(b), 46-004(q), 50-006(d), and 53-001(a).
- FY2016 CLIN 0003 - four sites as '3<sup>rd</sup> phase': 16-026(b), 36-001, 15-008(b), and 15-007(c)-00.

If the Contracting Officer cannot authorize FY2016 CLIN 0003 work scope, this work will be prioritized to be performed in FY2017 base and potential work as follows:

- FY2017 CLINs 0004 and 0005 - five sites as '2<sup>nd</sup> phase' base work: 03-049(a), 03-049(b), 03-049(e), 39-001(a), and 39-001(b).
- FY2017 CLIN 0006 – eight sites: 39-007(a), 46-004(q), 50-006(d), 53-001(a), 16-026(b), 36-001, 15-008(b), and 15-007(c)-00.

### **C.4.3.06 Aggregate Area Investigations**

The LCBC Contractor shall prepare and submit Historical Investigation Reports (HIRs) and Investigation Work Plans (IWPs) or conduct field investigations for several canyon aggregate areas that have not been investigated to date. The HIRs and IWPs shall be submitted to the EM Los Alamos Field Office for subsequent submittal to the NMED-HWB. The Contractor shall propose a schedule for:

- Lower Water Canyon Aggregate Area HIR and IWP to be completed before December 31, 2016; and
- Twomile Canyon Aggregate Area field investigation to be completed before the end of the 3<sup>rd</sup> quarter FY2017. This work scope is planned as potential work scope in FY2017 CLIN 0006 and must be authorized by the Contracting Officer upon non-realized risk in the rest of the work scope.

Although ten aggregate areas have not had initial investigations, only a few of the ten are considered possible within this bridge contract period of performance based on expected available funding. A specific date for this proposal is not established.

The LCBC Contractor shall resolve regulator comments on reports for several canyon aggregate areas and conduct or report on activities that have not been completed. (CLIN 0002) These documents and activities include:

- Fenton Hill (TA-57) Aggregate Area Investigation report comment resolution
- Rendija Canyon Aggregate Area investigation completion of triennial ordnance surveys and report.

## **C.4.4 TECHNICAL AREA 21 CAMPAIGN**

### **C.4.4.01 MDA-T Moisture Monitoring**

The LCBC Contractor shall conduct moisture monitoring activities at MDA-T at TA-21 to be completed before the end of FY2017. This work is planned as potential work scope. If sufficient risk is avoided on other work scope this work may be accomplishable; these activities are included in CLINs 0003 and 0006 and must be authorized by the Contracting Officer.. These activities, if authorized, shall include in accordance with the approved work plan:

- application of water to the bermed area at MDA-T,
- instrumentation of six boreholes around MDA-T to monitor the potential spread of moisture in the vadose zone,
- sample collection, and
- report preparation.

The application of water, instrumentation of boreholes, and the report are stipulated penalty deliverables for FY2015, but these activities were not authorized by the EM Los Alamos Field Office in FY2015. Subject to receipt of funding by the LCBC Contractor, these activities may be possible for FY2016 and early FY2017.

### **C.5.0 WASTE MANAGEMENT**

The LCBC Contractor shall manage hazardous, M/LLW, CH-TRU legacy and the associated process-related EM waste at LANL. Waste types anticipated to be encountered under this contract include debris, solids, sludge, liquids, and soil. The LCBC Contractor shall establish and maintain a DOE Order 435.1 compliant M/LLW and TRU waste program. This includes but is not limited to: treating waste; maintaining characterization and treatment equipment and facilities; supporting inspection, certification, and compliance audits (including multiple disciplines within the Department of Energy Consolidated Audit Program (DOECAP) process); transporting and disposing; and interfacing with regulatory agencies as appropriate.

The LCBC Contractor shall be subject to the Department of Transportation (DOT) Hazardous Material Regulations (HMR) however, may prepare and/or conduct an offsite shipment that is not in accordance with the HMR if a DOT Special Permit is obtained. Applications shall be submitted to the responsible Head of Operations Office or the Field Office/Site Office Manager for processing through the EM Headquarters Certifying Official (HCO) to DOT. Applications shall follow the directions in 49 CFR 107.105.

If this contract expires prior to resumption of WIPP receiving LANL TRU Waste, all TRU waste generated during the course of this contract shall be appropriately managed and stored as necessary.

All TRU waste with a generation date of 1998 or earlier is defined as “legacy TRU waste.” All legacy TRU waste and associated volumes that are treated and disposed shall be accounted for such that DOE can provide objective evidence of compliance with regulatory agreements (e.g., the LANL Site Treatment Plan).

For WIPP disposal purposes, the LCBC Contractor shall manage the waste in accordance with the applicable requirements of the Waste Analysis Plan of the WIPP Hazardous Waste Facility Permit, *NM 4890139088-TSDF WIPP document repository* available at [http://www.wipp.energy.gov/Documents\\_All\\_Number.htm](http://www.wipp.energy.gov/Documents_All_Number.htm) for definitions and container volume assumptions for the waste.

LCBC Contractor work associated with the shipment of TRU waste for disposal at the Waste Isolation Pilot Plant (WIPP), includes, but is not limited to: retrieval from various on-site locations; development of acceptable knowledge documentation; treatment to meet the Transuranic Waste Acceptance Criteria (WAC) for the WIPP DOE/WIPP/02/3122 Rev 7.4 (WIPP WAC) available at the *WIPP document repository*: [http://www.wipp.energy.gov/Documents\\_All\\_Number.htm](http://www.wipp.energy.gov/Documents_All_Number.htm); visual examination; support Carlsbad Field Office (CBFO) waste characterization and certification; assembly of containers

into payloads; and loading of approved transportation containers for shipment to and disposal at WIPP. TRU waste must be treated to meet the requirements of the most current version of the WIPP WAC and Contact-Handled Transuranic Waste Authorized Methods for Payload Control (CH-TRAMPAC) (TRAMPAC), which includes, but is not limited to: development of data packages to show compliance with the WIPP WAC, defense of data packages, and negotiation with the State of New Mexico and EPA. TRU waste characterization, certification, data validation, reconciliation and transportation is not LCBC scope; the DOE CBFO Central Characterization Project (CCP) is separately contracted for this scope. Funding for CCP personnel is not anticipated to be available beginning in FY2016 and for the duration of the LCBC contract term. As such LANS shall anticipate acquiring the necessary services needed to maintain compliant storage and or any services they would need to be procured from Nuclear Waste Partnership, LLC (NWP) and/or their vendors.

Payloads that are certified for disposal at WIPP shall meet the requirements for shipment in TRansUranic Packaging And Container for Transport (TRUPACT) II containers, - HALF [transuranic] PACKage Transporter (HalfPACT) containers, RH-72B containers, or other NRC-certified packaging as applicable (i.e. TRUPACT-III containers, once certified). The container specifications for approved payload configurations are identified in the most current version of the WIPP WAC and TRAMPAC.

Transportation inspections are required by the U.S. Department of Transportation (DOT) and the State of NM prior to the TRU waste shipments leaving the LANL. The LCBC Contractor shall be responsible for control of the shipment through: loading and assembly of the cask, placement and securing the cask onto the transport trailer provided by the Government, and inspection of the assembled load, truck, and trailer by the NM State Police (NMSP). After the NMSP has determined that the shipment has passed inspection, the shipment is released, thereby transferring control to the WIPP transportation contractor. Transportation of TRU waste to WIPP is the responsibility of CBFO after the transport receives dispatch approval from the WIPP Central Monitoring Room and leaves the LANL security gate.

### **C.5.1 CH TRU Waste Operations**

The LCBC Contractor shall complete the processing of all Nitrate Salt waste stored at Technical Area 54. The LCBC Contractor shall work to resume operations within TA-54 such that repackaging and remediation of Legacy TRU waste can be resumed by September 1, 2016. The disposal schedule for TRU waste will be finalized once operations at WIPP resume during the performance period of this contract. This scope also includes the funded operations, maintenance, and improvements of CH-TRU facilities. These activities include, but are not limited to, routine operations and maintenance activities needed to support the CH-TRU facilities and any facility improvements needed to sustain operations and support Nitrate Salt Processing.

#### **C.5.1.01 Administrative Order 5-19001 LANL Nitrate Salt Bearing Waste Container Isolation Plan**

In response to the information that the breached drum (68660) at WIPP originated at LANL, the NMED issued an Administrative Order 5-19001 requiring the submission of the LANL Nitrate

Salt Bearing Waste Isolation Plan. The LCBC Contractor shall maintain compliance with all plan stated actions, update and maintain the plan as necessary, and establish and maintain communications with NMED. Deviation and changes to the plan shall be in consensus with the EMLA Field Office. The LCBC Contractor as part of the recovery effort shall develop a treatment process that will remove the Hazardous Waste numbers D001 and D002 from the nitrate salts and ultimately treat the containers such that they no longer require the additional control measures required by the Isolation Plan.

#### **C.5.1.02 Extent of Condition Review**

The LCBC Contractor shall continue with its efforts to define the Extent of Condition Review of previous processing of Transuranic Legacy Waste that may have resulted in the mistreatment and or mischaracterization of Transuranic Waste. Discoveries of any issues that would challenge the approved safety basis and/or RCRA non-compliances should be reported within 24 hours to the EMLA field Office.

#### **C.5.1.03 Waste Sampling**

The LCBC Contractor shall perform sampling as necessary as part of a treatability study for remediation of the nitrate salt waste inventory. The LCBC Contractor shall conduct additional sampling, as necessary to support waste characterization determinations and/or to inform outstanding safety questions. In addition the LCBC Contractor shall perform sampling as required by the LANS EOC review, Accident Investigation Board (AIB), Technical Assistance Team (TAT), and LCBC Contractor Science Teams. The LCBC Contractor may be required to prepare, submit and await approval of RCRA permit modification requests prior to implementing sampling activities for nitrate salt wastes.

#### **C.5.1.04 CH-TRU Characterization and Certification**

The LCBC Contractor shall support characterization conducted by CCP as needed for storage and treatment. Certification for disposal of CH-TRU waste will be performed by CCP. The LCBC Contractor shall support the CCP activities as prescribed in the approved Interface Agreement between the LCBC Contractor and CCP. Characterization may include, but is not limited to, radiological or radiographical examination, visual examination, non-destructive assay, head-space gas analysis, and/or flammability analysis, reviewing characterization and treatment data to ensure the waste meets all disposal requirements, or any other methodology acceptable to DOE. Funding for CCP personnel is not anticipated to be available beginning in FY2016 and for the duration of the LCBC contract term. As such LANS shall anticipate acquiring the necessary services needed to maintain compliant storage and or any services they would need to be procured from NWP and/or their vendors.

#### **C.5.1.05 CH-TRU Waste Treatment and Repackaging**

The LCBC Contractor shall treat all waste for disposal and present the waste containers to the CBFO Waste Characterization team to certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility. Waste

that is demonstrated through assay to contain greater than 100 nCi/g of transuranic isotopes must be treated to meet the requirements of the WIPP WAC and TRAMPAC. Waste that is demonstrated through assay to contain less than or equal to 100 nCi/g of transuranic isotopes must meet the requirements of the appropriate disposal facility's WAC.

Existing treatment processes include but are not limited to: repackaging, size reduction, opening and sorting waste in order to address prohibited conditions, and mixing with absorbent to remove free liquid. These processes are currently performed in various facilities at TA-54 and TA-50. All of these processes are available for the LCBC Contractor to use as appropriate. The LCBC Contractor shall remediate 20 cubic meters of non-compliant CH-TRU waste by February 28, 2017 (this excludes the nitrate salt wastes).

Treatment of the first inappropriately remediated waste drum (i.e. Nitrate Salt plus Organic Absorbent) is a contract milestone to be treated two weeks after approval to start (February 16, 2017). The completion of the nitrate salt treatment campaign is also a contract milestone to be treated on or before September 29, 2017.

#### **C.5.1.06 CH-TRU Storage and Movement**

The LCBC Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. The LCBC Contractor shall continue to receive TRU Waste generated by ongoing LANL operations at TA-54 in compliance with all applicable requirements (i.e. Documented Safety Analysis and LANL RCRA Permit). Waste may be transferred within the TA-54 footprint without characterization or Department of Transportation (DOT) compliant packaging. Waste transfers between other facilities and TA-54 shall be performed under the LCBC Contractor's adopted DOE approved Transportation Safety Document in accordance with DOE 460.1C, Packaging and Transportation Safety.

#### **C.5.1.07 CH-TRU Packaging and Transportation**

LCBC Contractor assembly and certification of payloads and shipments are under the oversight and authority of the CCP. The LCBC Contractor shall utilize the services of the DOE CBFO CCP contractor to oversee the development of the CH-TRU waste assembly and certification of payloads and shipments in accordance with the DOE CBFO CCP certified Packaging and Transport program. Funding for CCP personnel is not anticipated to be available beginning in FY2016 and for the duration of the LCBC contract term. As such LANS shall anticipate acquiring the necessary services needed to maintain compliant storage and or any services they would need to be procured from NWP and/or their vendors.

The LCBC Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by CBFO. The LCBC Contractor shall assemble shipments that contain a mixture of payloads that can be disposed of in an efficient arrangement in WIPP (i.e., a mixture of 7-packs of 55-gallon drums, ten drum overpacks, and standard waste boxes). The LCBC Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping sites to ship the maximum number of loaded packages (i.e., three TRUPACT-IIs or two TRUPACT-IIs and one HalfPACT) per shipment with minimal dunnage

containers and the maximum amount of waste. All over-packed shipping configurations require specific advance approval from CBFO.

The LCBC Contractor shall follow DOE CBFO guidelines specified in the WIPP WAC and TRAMPAC. Such measures shall include, but are not limited to utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency.

The LCBC Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a government furnished service that is provided by CBFO (see Section H.57 *GOVERNMENT FURNISHED SERVICES/ITEMS*) and Exhibit C-7 (GFS/I). Costs for transportation of TRU waste to WIPP that are associated with: TRUPACT-II, HalfPACT, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO.

#### **C.5.1.08 Nitrate Salt Studies**

The LCBC Contractor shall continue to support the AIB and the TAT to enhance LANL's understanding of the chemical, radiological and biological mechanisms that may have contributed to and/or triggered the event that lead to the February 14, 2014 radiological release at WIPP. Funding for AIB and TAT is provided by DOE.

#### **C5.1.09 Inventory Analysis and Control**

The LCBC Contractor shall maintain a compliant inventory and database of all above- and below-grade waste stored at TA-54 and TA-50 (currently utilizing WCATS).

#### **C5.1.10 Corrective Actions**

The LCBC contractor shall develop corrective action plans as required resulting from the various reviews (AIB, Office of the Inspector General (OIG), LANS internal, DOE's Office of Enforcement (OE), etc.) to address deficiencies related to the inappropriate treatment of TRU waste at LANL and begin implementation of the DOE/EM approved corrective action plans.

### **C.5.2 CH MLL LLW DISPOSITION**

#### **C.5.2.01 Waste Generator Services**

The LCBC Contractor shall utilize the existing LANL waste generator services program at LANL that encompasses: hazardous and M/LLW waste including pre-generation planning through shipment to off-site or on-site disposal. The LCBC Contractor shall ensure that all wastes are properly characterized and maintained in safe, compliant storage until properly disposed of or shipped off-site. The LCBC Contractor shall utilize management controls to allow timely and efficient verification by DOE of waste volumes retrieved, treated, certified, packaged, loaded, and shipped off-site. The LCBC Contractor shall safely manage and dispose of waste, generated by or discovered during on-site EM cleanup activities at an appropriate disposal facility. The LCBC Contractor shall operate within the NNSA M&O Contractor's generator

certifications with off-site disposal facilities (e.g. Energy Solutions, Waste Control Specialists, etc.) necessary to implement the PWS.

There is currently limited on-site disposal capacity for EM-generated LLW. Packaging, transporting, and disposing of EM non-TRU waste for treatment and/or to disposal facilities shall be the responsibility of the LCBC Contractor. The LCBC Contractor shall package waste to meet applicable regulatory and treatment/disposal requirements and shall comply with the applicable waste acceptance criteria for the treatment and disposal facilities. The LCBC Contractor shall be responsible for providing shipping containers for non-TRU waste and ensuring all applicable shipments meet DOT requirements. The LCBC Contractor shall provide transportation coordination to include scheduling, inspection, notification, tracking, and reporting of non-TRU waste shipments. The LCBC Contractor shall negotiate the interface responsibility with the NNSA M&O Contractor for shipping EM non-TRU waste under the certificate granted by the DOE Nevada National Security Site (NNS) in order to dispose of this waste at NNS. The LCBC Contractor shall operate within the NNSA M&O Contractor certification throughout the LCBC contract term.

The LCBC Contractor shall treat, as necessary, and dispose of process-generated waste and other wastes in accordance with time-frames specified in the Site Treatment Plan or any other relevant regulations or regulatory requirements. Process-generated waste is newly generated as a result of waste processing, maintenance operations, or equipment change out. Examples of process-generated wastes include, but are not limited to, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts.

#### **C.5.2.02 Special Requirements Wastes**

There are currently no operating facilities that can accept non-defense TRU waste and GTCC-like waste for treatment and/or disposal. WIPP can only accept defense-generated TRU waste and no other commercial or Government facility has disposal and/or treatment capability. The LCBC Contractor shall manage this waste in accordance with all applicable laws and regulations until such a time as an operating facility becomes available.

### **C.6.0 FACILITY STABILIZATION, DD&D**

#### **C.6.1 TECHNICAL AREA 21 CAMPAIGN FACILITIES AND STRUCTURES**

##### **C.6.1.01 Demolition of Balance of Plant Facilities**

The LCBC Contractor shall complete the waste disposal and residual demolition activities associated with the Balance of Plant warehouse (TA-21-286) at Technical Area 21 and demolish several assorted clean slabs and structures (TA-21-046, TA-21-031, TA-21-021, and TA-21-014). The demolition will be followed by LCBC Contractor confirmation sampling that the former building site meets appropriate cleanup standards as negotiated with DOE. All waste will be dispositioned and removed from the site. The building footprint will be returned to original grade as part of site restoration.

The LCBC Contractor will also demolish the sanitary waste treatment facility structures (TA-21-228, -229, -230, -231) at TA-21. The support shall include conducting requirements review by putting the project in the PRID system, providing documentation of historical information relevant to the characterization of facilities, supporting Independent Project Team (IPT) activities and information requests, making recommendations for Federal project planning improvements, and updating the FIMS database. The LCBC Contractor's efforts will allow the facilities' locations to meet appropriate cleanup standards as negotiated with DOE (FY2016, CLIN 0002).

The LCBC Contractor shall complete the demolition of the remaining slabs, foundations, tunnels, and basements for the following structures in FY2017: TA-21-031, TA-21-046, TA-21-210, TA-21-228, and TA-21-357. (FY2017 CLIN 0004)

### **C.7.0 RESERVED**

### **C.8.0 PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS**

The LCBC Contractor shall perform program management, support and general environmental infrastructure activities necessary to safely perform the PWS requirements. When more than one contractor works in a shared workplace, the LCBC Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. If a reportable incident occurs involving personnel working under another contractor's authority (e.g. personnel injury, notice of violation, safety, security, quality, radiological) at the LANL, any such incidents will be reported by the cognizant contractor and will not contribute toward the LCBC Contractor statistics or reflect on the LCBC Contractor performance.

### **MANDATORY AND OPTIONAL SITE SERVICES**

The LCBC Contractor shall obtain mandatory and optional site services through negotiated cost allocation and collection from the NNSA M&O contractor, as listed in Exhibit C-3 *List of Mandatory and Optional Site Services*, for the contract performance period, in accordance with the interface agreements established in C.2.1.01. The various mandatory and optional site services are further described in the various subsections below within C.8.1 through C.8.5. The parties acknowledge the services provided by the NNSA M&O contractor will be on a non-interference basis with the M&O mission.

### **C.8.1 INFORMATION MANAGEMENT AND TECHNOLOGY**

#### **C.8.1.01 Information Technology and Cyber Security**

(See Exhibit C-3, Paragraph 2.w)

### **C.8.1.02 Records Management and Document Control**

(See Exhibit C-3, Paragraph 2.t)

## **C.8.2 GENERAL MANAGEMENT AND ADMINISTRATION SERVICES**

### **C.8.2.01 Project Management/Support/Administration**

The LCBC Contractor shall perform or obtain Project Management support and administration in accordance with Section H.48 Clause, *Earned Value Management*.

### **C.8.2.02 RESERVED**

### **C.8.2.03 PUBLIC AFFAIRS/STAKEHOLDER RELATIONS**

The LCBC Contractor shall coordinate with the NNSA Public Affairs organization to provide communications and public affairs services in accordance with DEAR 952.204-75 *Public Affairs* (DOE 2000) that include, but are not limited to: stakeholder and oversight organization support, media relations, tours, visits, access to documents. The LCBC Contractor shall provide necessary technical support to the EM Los Alamos Field Office and participate in stakeholder activities at the direction of the Contracting Officer. As a minimum, the LCBC Contractor shall provide for the following:

- Support for presentations to the Northern New Mexico Citizen's Advisory Board,
- Support for DOE interactions with the Regional Coalition of LANL Communities,
- Support for DOE interactions with the Natural Resources Damage Assessment trustee council,
- Support for public meetings, such as the semi-annual public meetings for the Individual Permit for Stormwater,
- Interfaces with the County and City of Santa Fe regarding public drinking water supplies from the Buckman well field,
- Interfaces with the Buckman Direct Diversion project staff, and
- Interfaces with the Pueblo de San Ildefonso on EM work scope.

### **C.8.2.04 PROPERTY MANAGEMENT**

(See Exhibit C-3, Paragraph 2.c)

The LCBC Contractor shall manage all government property in the performance of the PWS under this contract. Significant LCBC Contractor property ownership shall be documented in Exhibit C-8, Significant LCBC Contractor Property.

### **C.8.3 ENVIRONMENT, SAFETY, HEALTH AND QUALITY**

The LCBC Contractor shall comply with the environmental, safety, and health (ES&H) programs established at LANL. The degree of implementation shall be identified in the negotiated mandatory and optional services agreement between the LCBC Contractor and the NNSA M&O contractor. It is not intended that the LCBC Contractor shall stand up new ES&H programs for the contract term.

#### **C.8.3.01 DEFENSE NUCLEAR FACILITY SAFETY BOARD**

The LCBC Contractor shall conduct EM workscope activities in accordance with those relevant DOE commitments to the Defense Nuclear Facility Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The LCBC Contractor shall:

- Support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work;
- Fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary;
- Maintain a document process consistent with the DOE manual on interface with the DNFSB - DOE M 140.1-1B, "Interface with the Defense Nuclear Facilities Safety Board," dated March 30, 2001;
- Coordinating as necessary with the NNSA M&O Contractor in those areas that are shared between EM and NNSA contractors; and
- Ensure that subcontractors adhere to these requirements.

#### **C.8.3.02 REGULATORY INTERACTION AND ENVIRONMENTAL SERVICES**

The LCBC Contractor is authorized to negotiate with regulatory agencies as specified in the regulatory interface protocol, and subject to DOE approval. The LCBC Contractor shall work with DOE, regulatory agencies, and other LANL entities and contractors to reach collective agreements on interface protocols; keep the *Environmental Regulatory Structure and Interface Protocol* (Exhibit C-7) updated; and follow the protocol.

The LCBC Contractor shall support an environmental monitoring, analysis, and assessment program, to detect impacts of EM operations and to comply with DOE orders, regulations, and agreement requirements. The LCBC Contractor shall coordinate its monitoring and surveillance program with the NNSA M&O contractor to prevent duplication of monitoring efforts and ensure the LANL site monitoring program is technically based and adequate to identify impacts from operations. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed, as requested. Further, the LCBC Contractor shall install additional or modify existing monitoring locations as required or requested by DOE and/or regulatory agencies. The

LCBC Contractor shall also conduct other monitoring, sampling, or inspection work as required by existing or future agreements with DOE or regulatory agencies.

The LCBC Contractor shall utilize the existing WCATS, the Hydrogeologic Data Repository, the Comprehensive Well Inventory database, the Environmental Information Management System (EIMS), the Geographic Information System (GIS), and the Electronic Public Reading Room (EPPR). The LCBC Contractor shall provide full access to all EM contractors and DOE, as needed.

The LCBC Contractor shall assume applicable responsibilities, in accordance with the Endangered Species Act, for candidate species on the LANL, e.g., the Mexican spotted owl, and for the Candidate Conservation Agreement with the U.S. Fish and Wildlife Service.

The LCBC Contractor shall support DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA.

The LCBC Contractor shall support sampling and reporting the results for the drinking water systems owned and operated by the County of Los Alamos on LANL property in compliance with the Safe Drinking Water Act. Although this function is the responsibility of the NNSA M&O Contractor, it must be supported in accordance with the mandatory and optional services agreements in Exhibit C-3.

The LCBC Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the NEPA, inform DOE in writing of the proposed action. For proposed RCRA actions, NEPA values must be addressed to the extent practicable and documentation of how those values are addressed shall be provided to the NEPA Compliance Officer before the action proceeds. All information submitted to DOE by the LCBC Contractor shall be presented in a manner and extent that allows DOE to comply with NEPA requirements and to make a NEPA determination. The proposed activity may not proceed until all NEPA requirements have been satisfied. The proposed activity shall be compliant with DOE NEPA published at 10 CFR 1021, NEPA Implementing Procedures, and the DOE's NEPA Policy. The LCBC Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

### **C.8.3.03 PERMITS AND COMPLIANCE DOCUMENTS**

The LCBC Contractor shall comply with, or assist the Government as appropriate with, , all applicable site environmental permits and compliance documents, including supporting reapplications as necessary.

A list of currently applicable environmental permits and compliance documents is provided as Exhibit C-1, *List of Current Environmental Permits and Compliance Documents Applicable to EM Los Alamos Field Office Work Scope* for compliance areas related to RCRA and the New Mexico Hazardous Waste Management Act (HWMA) and

implementing regulations; Federal Facilities Compliance Act (FFCA) Site Treatment Plan; and RCRA under the Federal Facility Agreement and Consent Order (FFA/CO). For those compliance areas, the LCBC Contractor shall support (after appropriate coordination with all involved LANL entities) site-wide level regulatory reports, site-wide consent order and agreement tracking and closure information, and site-wide permit applications (including permitting operations or facilities included in the Site Treatment Plan). The LCBC Contractor shall maintain the RCRA Administrative Record and Information Repository, and all RCRA databases, including the site-wide environmental data warehouse (Intellus). The LCBC Contractor is not responsible for facility-specific regulatory compliance, record keeping, and permit applications at facilities it does not manage.

Facility-specific issues or actions related to current or ongoing facility-specific permit applications, releases to the environment, and compliance issues are the responsibility of the contractor managing the facility.

#### **C.8.3.04 ENVIRONMENTAL SUPPORT TO M&O CONTRACTOR**

The LCBC Contractor shall support DOE and the NNSA M&O contractor who is the lead and has the site-wide coordination role for all regulatory programs including RCRA and the New Mexico Hazardous Waste Management Act (HWMA) and implementing regulations; Federal Facilities Compliance Act (FFCA) Site Treatment Plan; and RCRA under the FFA/CO but excluding EM work scope. The LCBC Contractor shall coordinate, complete and submit to the NNSA M&O Contractor the appropriate information, data (certified as necessary), and support for site-wide regulatory reports, consent order and agreement tracking and closure information, and permit applications. The LCBC Contractor shall utilize the RCRA Administrative Record and Information Repository, and all RCRA databases, including the site-wide environmental data warehouse, etc., for those facilities it manages. The LCBC Contractor is not responsible for facility-specific regulatory compliance, record keeping, and permit applications at facilities it does not manage. The LCBC Contractor shall specifically support:

- Site-wide air emission applications, permits, and reporting per the Clean Air Act and the New Mexico implementing regulations; and reporting per the National Emission Standards for Hazardous Air Pollutants (NESHAPs).
- Site-wide monitoring, surveillance, and reporting for liquid effluents, drinking water, storm water, and groundwater to demonstrate compliance with the Clean Water Act, Safe Drinking Act, New Mexico Water Quality Control Commission regulations, and other water quality requirements.
- Soils, air, and biota surveillances and monitoring to determine the impact of operations on the environment and natural resources.
- Site-wide compliance reports, data, and records required by the Toxics Substance Control Act, Federal Insecticide, Fungicide and Rodenticide Act, Emergency Planning and Community Right to Know Act, and cultural resource management laws and regulations.

- NEPA actions
- Input to the Annual Site Environmental Report shall be provided annually to the designated DOE environmental surveillance, education, and research contractor.
- Asbestos notifications to the U.S. Environmental Protection Agency for demolitions of EM-owned facilities (listed in Exhibit C-4)

### **C.8.3.05 WORKER SAFETY AND HEALTH**

(See Exhibit C-3, Paragraph 2.1)

When more than one contractor works in a shared workplace, the LCBC Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated.

The LCBC Contractor shall immediately report all job-related injuries and/or illnesses which occur in any EM facility to the Contracting Officer's Representative. Upon request, the LCBC Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the Contracting Officer's Representative.

The Contracting Officer will notify the LCBC Contractor, in writing, of any noncompliance with the terms of this section, plus the corrective action to be taken. After receipt of such notice, the LCBC Contractor shall immediately take corrective action.

In the event that the LCBC Contractor fails to comply with the terms and conditions of this section, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The LCBC Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

### **C.8.3.06 OCCUPATIONAL MEDICAL PROGRAM (OMP)**

(See Exhibit C-3, Paragraph 2.n)

### **C.8.3.07 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)**

(See Exhibit C-3, Paragraph 2.1)

### **C.8.3.08 SAFETY CULTURE**

The LCBC Contractor shall maintain a strong safety culture as required by DOE's Nuclear Safety Policy (DOE P 420.1) and Integrated Safety Management Policy (DOE P 450.4A).

The LCBC Contractor shall also use the NNSA M&O Contractor's employee concerns programs. DOE's Employee Concern Program (DOE O 442.1A) and Differing Professional Opinion Process (DOE O 442.2) encourage the free and open expression of employee concerns. The LCBC Contractor shall set the expectation that employees have not only the right to raise concerns, but also the responsibility to raise concerns, and that they can do so without fear of retaliation. The LCBC Contractor shall take action to proactively address, or demonstrate adequate and effective response to, chilling effect (i.e., suppression of input, expertise, and opinions). The contractor shall also demonstrate evidence of immediate, adequate and effective mitigation of substantiated allegations of harassment, intimidation, retaliation, and/or discrimination (for engagement in protected activity). The LCBC Contractor shall establish and maintain a strong safety culture and Safety Conscious Work Environment (SCWE), in accordance with Departmental expectations and the Integrated Safety Management System (DOE O 450.4), specifically focusing on the three Safety Focus Areas of Leadership, Employee Engagement, and Organizational Learning.

#### **C.8.3.09 EMERGENCY MANAGEMENT**

(See Exhibit C-3, Paragraph 2.o)

#### **C.8.3.10 RADIOLOGICAL ASSISTANCE PROGRAM (RAP)**

The LCBC Contractor shall not be expected to support the DOE RAP as this function will remain a responsibility of the NNSA M&O Contractor.

#### **C.8.3.11 QUALITY ASSURANCE**

(See H-62 and Exhibit c-3, Paragraph 2.e)

#### **C.8.3.12 RADIATION PROTECTION**

(See Exhibit C-3, Paragraph 2.p)

#### **C.8.3.13 NUCLEAR SAFETY**

(See Exhibit C-3, Paragraph 2.q)

#### **C.8.3.14 CRITICALITY SAFETY**

(See Exhibit C-3, Paragraph 2.r)

#### **C.8.3.15 ENVIRONMENTAL SUSTAINABILITY**

(See Exhibit C-3, Paragraph 2.y)

#### **C.8.3.16 OTHER**

This scope also includes the following: Training Programs, Sample and Analysis Management (SAM) Core Services, Chemical Management Services, Hoisting and Rigging, Welding Qualification Program, Weld Test Lab, and Calibration Services. The necessary “Other” scope items shall be negotiated as part of the Mandatory and Optional Site Services agreement documented in Exhibit C-3.

#### **C.8.4 GENERAL FACILITY MANAGEMENT**

The LCBC Contractor shall obtain services that include, but are not limited to: locksmith services, bus service, cafeteria operations, fleet operations and maintenance, custodial services and non-radioactive solid waste disposal, daily mail, space planning and utilization, and moving of furniture and equipment for all EM facilities within this PWS. This scope also includes materials and services for maintaining print shop capability, copiers, and graphics.

#### **C.8.5 PROJECT AND OPERATIONS ACTIVITY MANAGEMENT**

##### **C.8.5.01 CAPITAL PROJECT PLANNING**

The LCBC Contractor shall provide support and planning for capital asset projects, as necessary, to DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*.

For small project activities that are less than the threshold for a capital asset project that is required to be conducted in accordance with DOE Order 413.3B, the project management principles apply. Smaller project activities are expected during the period of performance.

##### **C.8.5.02 OPERATIONS ACTIVITIES**

The LCBC Contractor shall provide planning, execution, monitoring, and close-out of for operations activities, as necessary, to the *Policy and Protocol for Office of Environmental Management Operations Activities*, March 15, 2012 and associated implementing documents.

Operations activities will be reporting into the Integrated Planning, Accountability, and Budgeting System (IPABS) on the current schedule of inputs provided by DOE-EM (calendar).

#### **C.8.6 PHASE OUT AND CLOSEOUT ACTIVITIES**

The LCBC Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract.

##### **C.8.6.01 Phase Out Activities**

The EM Los Alamos Field Office acquisition strategy will be determined after the start

of this bridge contract, requiring the LCBC Contractor to transition the PWS to one or more contractors, as follows:

- (a) The LCBC Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phase-out all LCBC Contract activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment B, List of Contract Deliverables/Submittals and Milestones, at least 60 days prior to the end of the 2<sup>nd</sup> option period, or as notified by the DOE EM CO.
- (b) The LCBC Contractor shall perform those activities that are necessary to transition the work under this contract to a successor contractor in a manner that (1) ensures that all work for which the LCBC Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the LCBC Contractor; and (3) provides the incoming contractor(s) the ability to perform the work in an efficient, effective, and safe manner.
- (c) The Phase-Out Transition Plan shall include a proposed date by which the LCB Contractor will transition responsibility to the incoming contractor. The LCB Contractor will maintain full responsibility for all contract stated work until assumption thereof by the incoming contractor(s). Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.
- (d) The Phase-Out Transition Plan shall also include a schedule of major activities, and address as a minimum:
  - A training and orientation program for the successor contractor to inform the incoming contractor(s) of the PWS included in the Contract and other specific requirements associated with work efforts at LANL;
  - Communication process including interface agreements between DOE, the LCBC Contractor, assigned subcontractors, incumbent employees, other site contractors, Regulators and the public;
  - Identification of key transition issues and milestones;
  - Identification of a transition team (inclusive of consultants and teaming members, if any);
  - Approach to minimizing impacts on continuity of operations;
  - Dispute resolution;
  - Transition of programs, plans, property and projects;
  - Transition and/or modification of necessary permits, which shall include list of permits and purpose.
  - Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, Records Management Program, etc.);
  - Transition of all Contract responsibilities, functions, and activities;
  - Transition of all interface control documents; and

- Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

Upon DOE approval of the Phase-Out Transition Plan, the LCBC Contractor shall complete the activities described in the plan by the end date of the contract.

#### **C.8.6.02 Close Out Activities**

- (a) The LCBC Contractor shall submit a Closeout Plan to document the necessary steps the LCBC Contractor shall take to adequately closeout the contract. The Closeout Plan shall include a schedule of major activities, and address at a minimum:
- Identification of all contract deliverables submitted and accepted. The LCBC Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
  - Status of all requirements (complete and incomplete) under this contract;
  - Identification of all subcontracts along with status of each subcontract's settlement and final payment. The LCBC Contractor shall identify for each subcontract under this contract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;
  - Disposition of Government property and equipment, including special nuclear material;
  - Status of activities performed in accordance with the LCBC Contractor's Records Management Close-Out or Transition Plan
  - Status of the final invoice and any incurred cost audit; and
  - Status of the issues raised in the final LCBC Contractor Self-Assessment Report that follow-on EM contractors should be aware of; and
  - An estimate of the funding needed to support this contract closeout.
- (b) The Closeout Plan shall be submitted in accordance with this PWS and Section J, Attachment B, List of Contract Deliverables/Submittals and Milestones, at least 60 days prior to the end of the 2<sup>nd</sup> option period or as notified by the DOE EM CO. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.
- (c) A final LCBC Contractor Self- Assessment Report shall be provided by the LCBC Contractor that includes evidence of performance of the contract terms and completion of work. This report shall be provided within 30 days of the completion of the contract term.

Upon completion of the contract, a final modification will be executed to officially close out the contract. A final release statement will be included in the closeout modification where the LCBC Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract.

### **C.9.0 DELIVERABLES**

See Section J, Attachment B, List of Contract Deliverables/Submittals and Milestones. All deliverables provided under this Contract, including implementing policies, plans, and procedures, shall be the property of the Government for present and future use without any proprietary data limitations.

**C.10.0 LIST OF EXHIBITS**

Exhibit No.	PWS Section	Title
C-1	C.2.1.01 C.8.0 C.8.3.03	Current Environmental Permits Applicable to EM Los Alamos Field Office Work Scope
C-2	C.2.1.01	Current Memorandums of Understanding and Memorandums of Agreement Applicable to the EM Work Scope
C-3	C.2.1.01 C.8.4	Mandatory and Optional Site Services
C-4	C.3.1.01 C.3.2.01	EM Owned Buildings and Structures
C-5		Reserved
C-6		Reserved
C-7	C.5.1.07 C.8.2.04.03 H.47	Government Furnished Services and Items
C-8	C.5.0	Significant LCBC Contractor Property
C-9	C.4.0 C.5.2.01 C.8.3.02	Environmental Regulatory Structure and Interface Protocol for the LCBC Contractor
C-10		Registered Federal Risks

**SECTION D - PACKAGING AND MARKING****D.01 PACKAGING**

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

**D.02 MARKING**

- (a) Each contract deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement for each individual deliverable.
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any contract deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the CO.

**SECTION E - INSPECTION AND ACCEPTANCE****E.01 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)**

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may-
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may-
  - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (2) Terminate the contract for default.

**E.02 DOE-E-1001 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all items under this contract 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 F - DELIVERIES OR PERFORMANCE****F.01 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimate cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if –
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.02 CONTRACT TERM**

The contract term is as follows:

- (a) Contract Transition Period: 0 through Not-to-Exceed 30 days after the Effective Date of the contract. The effective date is anticipated to be the contract award date. After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to begin execution of the work under the Bridge Contract. The Contractor shall execute the work under the Bridge Contract upon the date specified in writing by the CO in the Notice to Proceed (NTP).
- (b) Base Period: From date specified in the NTP through 12 months after the effective date of the bridge contract.
- (c) Option Period 1: If exercised, 13 through 18 months after Effective Date of the bridge contract.
- (d) Option Period 2: If exercised, 19 through 24 months after Effective Date of the bridge contract.

**F.03 EXERCISE OF OPTION**

- (a) If the M&O contract term has not expired and is not set to expire during the designated performance period for Option Period 1, the CO may exercise Option Period 1, and, if so exercised, and if the M&O contract term has not expired for the designated performance period for Option Period 2, then Option Period 2, provided that in each case:
  - (1) The CO provides the Contractor written notice of its intent to exercise an option period within (60) calendar days before the current term expires;
  - (2) RESERVED
  - (3) The CO provides the Contractor written notice of the exercise of the option period within (30) calendar days before the current contract term expires.

**F.04 PLACE OF PERFORMANCE**

The principal place of performance of the work under this contract will be at the Los Alamos National Laboratory in Los Alamos County, New Mexico.

## **F.05 DELIVERABLES**

The LCBC Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified Section J, Attachment B “List of Deliverables/Submittals and Milestones” of this contract.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.01 CORRESPONDENCE, REPORTS, AND DELIVERABLES**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures (applicable to submission of all correspondence, reports, and deliverables):

- (1) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer Representative (COR), see below paragraph (d) with an information copy of the correspondence to the DOE Contracting Officer, see below paragraph (c).
- (2) **Other Correspondence.** All correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR.
- (3) **DOE Contracting Officer:**  
U.S. Department of Energy  
Environmental Management Consolidated Business Center  
Attn: Carin P. Boyd  
250 E 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45402  
Email: [carin.boyd@emcbc.doe.gov](mailto:carin.boyd@emcbc.doe.gov)
- (4) **DOE COR:**  
U.S. Department of Energy  
Environmental Management Los Alamos Field Office  
Attn:  
3747 West Jemez Road  
M/S A316  
Los Alamos, NM 87544:  
Email:
- (5) The LCBC Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause entitled "Technical Direction" located in Section I.
- (6) **Technical Reports.** Procedures for technical reports are described in Section D of the contract.
- (7) **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: Contract No. DE-EM0003528

*(Insert subject topic after contract number – (e.g., "Notification of Address Change").*

- (8) The LCBC Contractor shall ensure that all correspondence, reports, and deliverables are as follows:
- (a) Legible and sequentially numbered; and
  - (b) Written in clear, concise English.
- (9) The LCBC Contractor shall prepare transmittals as follows:
- (a) Title page or cover sheet that identifies the contract by number, author, deliverable(s), and date; and
  - (b) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).
- (10) The LCBC Contractor shall submit correspondence, reports, and deliverables as follows:
- (a) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) and in hard copy as required and/or requested;
  - (b) Electronically authorize/sign all correspondence, deliverables and reports, as required; and
  - (c) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. As requested by the COR or CO, the LCBC Contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the LCBC Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.

## **G.02 OBSERVANCE OF LEGAL HOLIDAYS**

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

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

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

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

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) The Contractor will observe 12 holidays as follows:

New Year's Day  
Martin Luther King Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
Energy Conservation Day  
and holidays declared by the President of the United States

**G.03 CONTRACTING OFFICER**

The Contracting Officer responsible for administration of the contract is identified in Section G.01, *Correspondence, Reports, and Deliverables*. This individual shall be primarily responsible for all contractual actions required to be taken by DOE under the terms of this contract.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to DOE's Environmental Management Consolidated Business Center (EMCBC), Contract Management Branch shall be authorized to take the required contractual action(s) within the limits of his/her authority.

**G.04 CONTRACTOR'S POINT OF CONTACT**

The LCBC Contractor shall identify to the Contracting Officer identified in Section G.01, *Correspondence, Reports, and Deliverables*, the LCBC Contractor official who has the authority

or responsibility for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the LCBC Contractor.

LANS Contract Point of Contact: Steve K. Shook

Position: Prime Contract Chief

Company/Organization: Los Alamos National Security, LLC/Prime Contract Management Office

Address: P.O. Box 1663, Mail Stop M722, Los Alamos, New Mexico 87545

Phone: 505-667-1101

Facsimile: 505-665-5552

Email: [sshook@lanl.gov](mailto:sshook@lanl.gov)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### **H.01 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

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

### **H.02 RESERVED**

### **H.03 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) WD 05-2361 Rev December 22, 1014, and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires.

### **H.04 NONSUPERVISION OF CONTRACT EMPLOYEES ON GOVERNMENT FACILITIES**

The Government shall not exercise any supervision control over Contractor employees performing services under this contract in any manner that may constitute the established of an "employer-employee" relationship. The Contractor's employees shall be accountable solely to the Contactor's management, who in turn is responsible to the Government.

### **H.05 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.

#### **H.06 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)(DEVIATION)**

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 may be directed by the Contracting Officer or a duly authorized representative.

#### **H.07 RELEASE OF INFORMATION**

The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at EM-LA.

**H.08 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (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) 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.
- (d) 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.
- (e) 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.

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

**H.09 RESERVED**

**H.10 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

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

**H.11 RESERVED**

**H.12 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)**

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

<b>Company Name</b>	<b>Type of Work Performed</b>
Terranear PMC	Storm water sampling, Groundwater Sampling, Well Drilling and Installation, Well Plugging and Abandonment, Vapor Sampling, Soil Investigation and Remediation, Land Transfer Sampling, Waste Disposal
Yellow Jacket Drilling	Well Drilling and Installation
American Radiation Services	Analytical Laboratory Services (Subcontract includes ADEP AND the rest of LANL)
Adelante Consulting	Ecorisk Database, Statistics, Supplemental Investigation Reports, Individual Permit Compliance and Corrective Action Documents, Stormwater Tracking and Reports, Individual Permit Renewal
LOCUS Technologies	Data Collection Software

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

**H.13 RESERVED****H.14 DOE-H-1040 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2014)**

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

**H.15 RESERVED****H.16 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. Partnering is a cooperative undertaking that requires each party to apply best efforts in meeting their respective obligations. Both parties agree, through the term of this contract, to cooperate with the other party and to facilitate the other party's performance of their respective obligations under the Contract with specific (but not exclusive) emphasis on scope, performance, regulatory and permit compliance, and workforce transitioning.

**H.17 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)**

The Representations, Certifications, and Other Statements of the contractor, dated 1 June 2015 made in response to Contract No. DE-EM0003528 is hereby incorporated into this contract by reference.

**H.18 RESERVED****H.19 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to

radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."
- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "Stop Work," which applies to the shutdown of an entire plant, activity, or job. This Stop Work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
  - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
  - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

**H.20 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment I.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

**H.21 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J, Attachment I entitled, "Contractor's Executed Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Corporate Board of Directors: Los Alamos National Security, LLC Board of Governors

Name: Charles F. McMillan

Position: Laboratory Director

Company/Organization: Los Alamos National Security, LLC/Director's Office

Address: P.O. Box 1663, Mail Stop A100, Los Alamos, New Mexico 87545

Phone: 505-667-5101

Facsimile: 505-667-2997

Email: [mcmillan1@lanl.gov](mailto:mcmillan1@lanl.gov)

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: Los Alamos National Security, LLC Board of Governors

Name: Charles F. McMillan

Position: Laboratory Director

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Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

## **H.22 RESERVED**

## **H.23 RESERVED**

## **H.24 ACCOUNTABILITY**

The Contractor is responsible for the quality of its products and services and for ensuring that ISM and ISSM are integrated into its operations. The Contractor is also responsible for assessing its operations, programs, projects and business systems, identifying deficiencies and implementing needed improvements in accordance with the Contract's terms and conditions. Where DOE-EM oversight has evaluated the Contractor's performance in meeting its obligations under this Contract, the Contractor shall not rely upon DOE-EM's assessment but is accountable for performing its own assessment of these areas.

## **H.25 UTILIZATION OF PARENT ORGANIZATION SUPPORT**

### **(a) Parent Organization Systems**

- (1) The Parties agree that applying the Contractor's Parent Organization systems to site operations for the purpose of streamlining the LANL's operational, administrative and business systems, and Parent Organization services provided for that purpose, are allowable costs. The use of the Contractor's Parent Organization systems is encouraged provided that such systems are more efficient and represent an overall cost savings to the Government versus existing site systems, and data is readily transferable to a successor contractor. The Contracting Officer must approve the Contractor's proposed plan to use its Parent Organization systems. Such system and related support services are not considered a "Subcontract" as contemplated by the Contract's Section I Clause entitled "DEAR 970.5244-1 Contractor Purchasing System."
- (2) If the Contractor's proposed plan is approved by the Contracting Officer, the Contractor may incur amounts for the approved systems and related support services and shall charge to the account of the Government using the special financial institution account as provided in the Contract's Section I Clause entitled "Payments and Advances," or as otherwise directed by the Contracting Officer. Costs shall be reimbursed in accordance with FAR Part 31 and DEAR

Part 931 to include the actual direct labor costs of the persons performing such services; materials; subcontracts; travel; other direct costs; and applicable indirect costs applied in accordance with the Contractor's Parent Organization's disclosed accounting practices, or, if applicable, Cost Accounting Standards Disclosure Statement. Parent company overhead is reimbursable in accordance with the parent company's approved Disclosure Statement, to annual limit of \$325,000 (FY 2016) Reimbursement of parent company overheads above this amount must be approved by the Contracting Officer. A separate fee for use of such systems and associated services is unallowable.

- (3) The Contractor shall provide periodic reports of activities and costs incurred as required by the Contracting Officer.

## **H.26 BENCHMARKING AND STANDARDS MANAGEMENT**

- (a) Benchmark with Industry. The Contractor shall regularly benchmark with industry to identify best commercial standards and best business practices that will improve site operations with the goal of improving performance where effective and efficient without compromising ISM and ISSM.
- (b) Proposal of Alternative. Where best commercial standards or best business practices are identified that will improve site operations consistent with paragraph (a) above, the Contractor may, at any time during performance of this Contract, propose an alternative procedure, standard, or assessment mechanism (collectively referred to herein as "alternative") in a Directive or EM requirement by submitting to the Contracting Officer a signed proposal(s) that describes (1) the nature and scope of the alternative and Contractor system of oversight, (2) the anticipated benefits, including any cost benefits, to be realized in performance under the Contract, (3) a schedule for implementation of the alternative, (4) a detailed evaluation and a statement that the revised alternative is an effective, efficient means to meet the Directive without compromising ISM and ISSM, and (5) any additional information required by EM. EM will evaluate the Contractor's proposal, and the Contractor will not implement a proposed change until it is formally approved by the EM and communicated to the Contractor by the Contracting Officer.
- (c) Deficiency and Remedial Action. If, during performance of this Contract, EM determines that a previously approved alternative is not satisfactory, the Contracting Officer will require the Contractor to prepare a corrective action plan for EM approval. If EM is not satisfied with the corrective action taken, the Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of the Directive or EM requirement.
- (d) Laws and Regulations Excepted. The process described in this clause shall not affect the application of otherwise applicable laws and regulations of the United States, including DOE regulations.

## **H.27 CONTRACTOR EMPLOYEES**

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the EM or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder.

For the avoidance of doubt, unless otherwise required by law, for the purposes of this contract "employee" shall mean employees of LANS who charge 100% of their time in a calendar year as a direct charge to this Contract.

## **H.28 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014)**

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, *Privacy Act*.

<b>System No.</b>	<b>Title</b>
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records

## **H.29 FLOWDOWN OF RIGHTS TO PROPOSAL DATA**

The Contractor shall include the clause of 48 CFR 52.227-23 "Rights to Proposal Data (Technical)" in any subcontract awarded based on consideration of a technical proposal.

## **H.30 RESERVED**

## **H.31 DOE-H-2015 SEPARATE CORPORATE ENTITY (OCT 2014)**

The Contractor under this Contract shall be a separate corporate entity from its parent company(s). The separate corporate entity may be a partnership or joint venture. The separate corporate entity shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except for the DOE National Nuclear Security Administration (NNSA) under Contract No. DE-AC52-06NA25396 or as may be authorized under the terms of this contract or the above-stated M&O contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the contract or as otherwise authorized by the Contracting Officer.

### **H.32 THIRD PARTIES**

Nothing contained in this Contract or its modifications shall be construed to grant, vest, or create any rights in any person not a party to this Contract. This clause is not intended to limit or impair the rights which any person may have under applicable Federal Statutes.

### **H.33 SPECIAL HAZARDS**

- (a) The performance of the Contractor's operations hereunder may, in extraordinary circumstances, subject workers to special hazards for which workers' compensation laws, other statutes, the Contractor's welfare plan and policies, or the worker's private insurance may not provide adequate financial protection to the worker in the event of disability, or to the worker's estate in the event of death.
- (b) Definitions.
- (1) "Worker" as used in this clause shall mean any person who is or has been employed by the Contractor or any subcontractor, or who is or has been engaged as a consultant or borrowed personnel by the Contractor or any subcontractor.
- (2) "Within the course and scope of employment" as used in this clause shall mean that the worker was performing duties as assigned, in conformance with the direction of the Contractor or a subcontractor or an agreement with the Contractor, and in furtherance of the work under this Contract.
- (c) The Contractor is authorized to pay to a worker, or in the event of the worker's death, the worker's estate, a sum in an amount which the Contractor determines appropriate, not to exceed the worker's annual salary, whenever-
- (1) The Contractor believes that a worker has become disabled or has died as a result of any special hazard listed in paragraph (d) below to which the worker has been exposed within the course and scope of employment;
- (2) The Contractor believes that Workers' Compensation laws, other statutes, the Contractor's welfare plan and policies, or the worker's private insurance does not provide adequate financial protection under the particular circumstances of the worker's disability or death; and
- (3) The Contracting Officer approves the payment.
- (d) The special hazards referred to in paragraphs (a) and (c) above are:
- (1) Exposure to radiant energy or emitted particles from radioactive materials or from high voltage sources or machines, including ingestion, inhalation or other bodily uptake of

radioactive materials.

- (2) Exposure to explosions due to atomic disintegrations or to explosions in the course of experimental work with or using high explosives or propellants, or to explosions arising in the course of field experimentation with nuclear propulsion systems.
  - (3) Exposure to toxic materials comprising polonium, uranium, plutonium, tritium, fluorine, barium, cadmium, beryllium, any compounds of these, phosgene, or any other material in use in the course of authorized work which may be shown to have toxic effects.
  - (4) Work assignments not specifically covered in this clause and of such a nature as will invalidate the worker's personal insurance otherwise applicable to the injury or death and in effect at the time of performance of the assigned duties.
  - (5) Exposure to hazards incident to flights in military aircraft in the course of which necessary experimental work is conducted. Where a release of liability has been signed, such release will in no way bar the worker from receiving any payment under this clause.
  - (6) Exposure due to hazards from the fall of bombs or mockups from planes as opposed to hazards due to explosion.
  - (7) Exposure in the course of employment incident to flights in chartered or military aircraft or transportation on military vessels. Where a release of liability has been signed, such release will in no way bar the worker from receiving any payment under this clause.
  - (8) Exposure peculiar to and as the result of work assignment required to be conducted outside the continental United States.
  - (9) Such other exposures not now known but which may later be discovered and which by the nature thereof are similar to the exposure or hazards set forth above. Such other exposures as may from time to time be agreed upon in writing by the Contractor and the Contracting Officer as a basis for payment.
- (e) The total sum authorized to be paid under this clause to a worker or a worker's estate shall not exceed the worker's annual salary even where (1) a payment has been made to a worker on account of a disability and who thereafter dies as a result of the disabling injury or (2) a worker is disabled by one injury compensable under this clause and dies of a separate injury compensable under this clause. The Contractor assumes no obligation hereunder to make any payment from the Contractor's own funds. A release may be required from the payee if the Contracting Officer and the Contractor deem it necessary or appropriate.
- (f) Whenever there is an injury or death which is compensable in accordance with paragraph (c) above, the Contractor may also, with Contracting Officer approval, pay for the cost of transportation (including hotel, subsistence and other incidental expenses) of the spouse and

one or more of next of kin of such injured or dead worker from their respective homes to the place where such injured or dead worker shall be situated and their return.

### **H.34 DEFENSE AND INDEMNIFICATION OF EMPLOYEES**

- (a) The Parties recognize that the Contractor could be required to defend and indemnify its officers and employees from and against civil actions and other claims which arise out of the performance of work under this Contract. Except for defense costs made unallowable by the Contract's Section I Clause entitled "Payments and Advances", or the Major Fraud Act (41 U.S.C. §256(k)), the costs and expenses, including judgments, resulting from the defense and indemnification of employees from and against such civil actions and claims shall be allowable costs under this contract if incurred pursuant to the terms of the Contract's Section I Clause entitled "Insurance- Litigation and Claims".
- (b) Costs and expenses, including judgments, resulting from the defense and indemnification of employees from civil fraud actions filed in federal court by the Government will be unallowable where the employee pleads nolo contendere or the action results in a judgment against the defendant.
- (c) Where the Contractor determines under applicable law it must defend an employee in a criminal action which arise out of the performance of work under this Contract, the Department of Energy—Office of Environmental Management (EM) will consider in good faith, on a case-by-case basis, whether the Contractor has such an obligation. If EM concurs, the costs and expenses, including judgments, resulting from the defense and indemnification of employees shall be allowable.
- (d) The Contractor shall immediately furnish the Contracting Officer written notice of any such claim or civil action filed against any employee of the Contractor arising out of the work under this contract together with copies of all pleadings filed. The Contractor shall furnish to the Contracting Officer a written determination by the Contractor's counsel that the defense or indemnity of the employee is required because the employee was acting within the course and scope of employment at the time of the acts or omissions which gave rise to the claim or civil action, and that any exclusions for fraud, corruption, or malice on the part of the employee do not apply. A copy of any Contractor letter asserting a reservation of rights with respect to the defense or indemnification of such employee shall also be provided to the Contracting Officer. The costs associated with the settlement of any such claim or civil action shall not be treated as an allowable cost unless approved in writing by the Contracting Officer.

### **H.35 OPEN COMPETITION AND LABOR RELATIONS UNDER MANAGEMENT AND OPERATING AND OTHER MAJOR FACILITIES CONTRACTS**

"Labor organization," as used in this clause, shall have the same meaning it has in 42 U.S.C. 2000e(d).

- (a) Unless acting in the capacity of a constructor on a particular project, the Contractor shall not -
- (1) Require bidders, offerors, contractors, or subcontractors to enter into or adhere to nor prohibit those parties from entering into or adhering to agreements with one or more labor organizations, i.e., project labor agreements, that apply to construction project(s) relating to this Contract; or
  - (2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or to remain signatories or to otherwise adhere to project labor agreements for construction project(s) relating to this Contract.
- (b) When the Contractor is acting in the capacity of a constructor, ie. performing a substantial portion of the construction with its own forces, it may use its discretion to require bidders, offerors, contractors, or subcontractors to enter into a project labor agreement that the Contractor has negotiated for that individual project.
- (c) Nothing in this clause shall limit the right of bidders, offerors, contractors, or subcontractors to voluntarily enter into a project labor agreements.

### **H.36 SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351) SUPPORT**

The Service Contract Act of 1965 is not applicable to this prime contract. However, in accordance with the Section I Clause DEAR 970.5244-1, entitled "Contractor Purchasing System," subcontracts awarded by the Contractor are subject to the Act to the same extent and under the same conditions as contracts awarded by EM. The Contractor's Purchasing System must implement the requirements of the Service Contract Act clauses found at 48 CFR 22.1006. For this contract, the requirements as stated in Section I clauses I. 18, "Service Contract Reporting Requirements (Jan 2014) and I.63, "Service Contract Labor Standards (May 2014)" do not apply at the prime contract level. Requirements apply only to subcontracts.

### **H.37 NNSA/EM AND CONTRACTOR COMMUNITY COMMITMENTS**

- (a) The Contractor shall perform the activities described in the Contract's Section J Appendix entitled "Regional Purchasing Program," which sets forth the NNSA/EM's commitments to support the community. Costs (direct or indirect) incurred by the Contractor in performing these activities are allowable and reimbursable, to the extent authorized under this Contract. Any EM-specific costs resulting from performance of Regional Purchasing Program activities will be allocated to this Contract.
- (b) DOE NNSA Contract No. DE-AC52-06NA25396 Section J Appendix entitled "Contractor and Parent Organization Commitments, Agreements, and Understandings" herein incorporated by reference, sets forth the Contractor's Community Commitment plan that describes its planned activities as to how the Contractor will be a constructive partner to the

communities in northern New Mexico, the eight northern pueblos, and to citizens of the State of New Mexico who should all benefit from the Contractor's management and operation of Los Alamos National Laboratory. All costs (direct or indirect) to be incurred by the Contractor and/or its Parent Organizations in providing the "Contractor and Parent Organization Commitments, Agreements, and Understandings" are expressly unallowable and non-reimbursable under this Contract.

### **H.38 ADVANCE UNDERSTANDING REGARDING ADDITIONAL ITEMS OF ALLOWABLE AND UNALLOWABLE COSTS AND OTHER MATTERS**

Allowable costs under this Contract shall be determined according to the requirements of the Contract's Section I clause entitled "Payments and Advances." For purposes of effective Contract implementation, certain items of cost are being specifically identified below as allowable and/or unallowable under this Contract to the extent indicated:

(a) ITEMS OF ALLOWABLE COSTS:

- (1) Personnel costs in accordance with DOE NNSA Contract No. DE-AC52-06NA25396, Appendix A.
- (2) Expenditures by the Contractor to reimburse other employers for payments (including, but not limited to, salaries) to or for the benefit of their employees loaned to the Contractor for and engaged in the performance of the Contractor's undertaking hereunder.
- (3) Costs incurred or expenditures made by the Contractor, as directed, approved or ratified by the Contracting Officer and not unallowable under any other provisions of this Contract.
- (4) Costs incurred in negotiating, establishing, and transitioning to this Contract.
- (5) Reserved.
- (6) Costs incurred by the Contractor where the circumstances from which the costs arose directly or indirectly were beyond Contractor's control and absent its fault, including but not limited to costs resulting from insufficient contract funding.

(b) ITEMS OF UNALLOWABLE COSTS:

- (1) Premium Pay for wearing radiation-measuring devices for Laboratory and all-tier cost-type subcontract employees.
- (2) Home office expenses, whether direct or indirect, relating to

activities of the Contractor, except as otherwise specifically provided in the Contract or specifically agreed to in writing by the Contracting Officer.

- (3) Facilities capital cost of money.
- (4) Laboratory-Directed Research and Development (LDRD) after September 30, 2015. For the avoidance of doubt, this provision has the same effect as “published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Senior Procurement Executive” within the meaning of DEAR 970.5232-5.
- (5) Overtime costs for training.
- (6) For the avoidance of doubt, fines or penalties assessed under the NMED/LANL Compliance Order on Consent (March 2005/revised June 2008) and as revised, shall be deemed a fine or penalty as set forth in FAR 31.205-15, Fines, Penalties and Mischarging Costs.

### **H.39 WALSH-HEALY PUBLIC CONTRACTS ACT SUPPORT**

Except as otherwise may be approved in writing by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this Contract.

"If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$15,000.00 and is otherwise subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S.C. 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect."

### **H.40 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.

- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOV/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval from the CO may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify the CO promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

#### **H.41 RESERVED**

#### **H.42 ADDITIONAL LABOR REQUIREMENTS**

- (a) The Contractor and the Contracting Officer will develop a procedure whereby EM will determine if the Davis Bacon Act is applicable to particular subcontracts. The Contractor shall conduct payroll and job -site audits and conduct investigations of complaints as authorized by EM on all Davis Bacon activity, including any subcontracts, as may be necessary to determine compliance with the Davis-Bacon Act. Where violations are found, the Contractor shall report them to the Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe benefits owed, overtime payments due, and liquidated damages assessed. The Contractor shall furnish a Davis-Bacon Semi-Annual Enforcement Report to EM by April 10th and October 10th each year.
- (b) The Contractor shall notify the Contracting Officer of any complaints and significant labor standards violations whether caused by the Contractor or subcontractors. The Contractor shall assist EM and or/the Department of Labor in the investigation of any alleged violations or disputes involving Federal labor standards.
- (c) When appropriate the Contractor may perform direct construction using direct hire employees. Requirements for the work are covered by the Davis-Bacon Act as prescribed in Section I of this contract.

#### **H.43 RESERVED**

#### **H.44 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within [90] calendar days after the effective date of the contract, 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 contract 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 contract. 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.

#### **H.45 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS**

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/eo/eo\\_13423\\_main.asp](http://ofee.gov/eo/eo_13423_main.asp). This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost

efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at <http://www.epeat.net/>.

#### **H.46 RESERVED**

#### **H.47 GOVERNMENT FURNISHED SERVICES/ITEMS (DEVIATION)**

DOE will provide Government-Furnished Property (GFP) and Government-Furnished Services and Items (GFSI) listed in Section J, Exhibit C-7. If DOE cannot provide the GFP and/or GFSI as identified in Section J, Exhibit C-7 the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (d) and (i) of Section I, FAR 52.245-1, Government Property, Alternate I. The Contractor shall evaluate the adequacy of GFP and GFSI and notify DOE when GFP and GFSI equipment or services do not meet Contract or DOE Order requirements.

The Contractor shall provide the Contracting Officer a projection of when GFSI, identified in Section J, Exhibit C-7 are needed within thirty (30) calendar days after the NTP and quarterly thereafter. Amendments to the projection, if any, shall be provided to the Contracting Officer 15 calendar days in advance of the GFSI need date. The DOE will review each Contractor submittal of GFSI needs and, within fifteen (15) calendar days, shall notify the Contractor whether it will provide the requested GFSI.

#### **H.48 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION)**

The LCBC Contractor shall use the NNSA M&O Contractor's Earned Value Management System (EVMS) Project Controls "AP-350-109, Rev 3 dated September 13, 2012 to conduct work planning, performance evaluation, and performance reporting to the EM-LA Field Office. Although capital asset projects are not specifically included in this contract term, the operations activities are still required to have EVMS applied to the LCBC Contractor. The work control system used shall accurately record and report the contract performance against the requirements of the Contract and accurately reflect the total estimated cost of the Contract exclusive of fee as stated in Section B of the Contract for the work scope and period of performance. Planning and design activities for future capital projects shall be conducted in accordance with DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*.

#### **H.49 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT**

The Contractor shall provide support of the Energy Employees Occupational Illness Compensation Program Act of 2011 (EEOICPA) established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees.
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA.
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the DOE.
- (d) Locate, retrieve and provide a minimum of 2 copies of any personnel and other program records as requested.
- (e) Perform records research needed to complete the DOL claims or to locate records needed to complete the claims.
- (f) Perform/coordinate records declassification activities required for the processing of claims forms.

#### **H.50 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE**

The following requirements shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its Contractors.
- (b) The Contractor hereby grants to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) The Contractor shall take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work required

under this contract.

## **H.51 RESERVED**

## **H.52 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 Native American graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

## **H.53 PAPERLESS DIRECTIVE PROCESSING SYSTEM**

- (a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE orders and other directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management directives, and with all changes to assigned work as agreed to by the Contractor and the CO or designee.
- (b) DOE has developed an operating and administrative requirements "*List of Required Compliance Documents*," attached to the contract as Section J, Attachment D. The Contractor shall comply with the directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the directives in such list unless specifically covered in paragraph (c), below.
- (c) The List of Applicable DOE Directives to the contract will be revised and issued, by the DOE CO, as a contract modification, as necessary. The CO may direct the Contractor to comply with additional DOE directives and local directives and revisions thereto, as follows:

- 1) Pursuant to any environment, safety, and health (ES&H) provisions of this contract, and in accordance with the Changes clause of this contract with respect to changes in directives involving safety, environment, health, and quality.
  - 2) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this contract. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract, the Contractor shall so advise the CO within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation. After evaluation of the Contractor's position, the CO shall issue direction to the Contractor, pursuant to the applicable Changes clause in this contract, concerning appropriate implementation of the directive.
- (d) The Contractor shall incorporate the substance of this clause with respect to applicable directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the CO.

#### **H.54 DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)**

- (a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and Contractor service providers.

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)
- (6) Water Efficient Products (EPA WaterSense Labeled Products)

- (b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <http://epa.gov/cpg>
- (2) Biobased Products are described at <http://www.biopreferred.gov/>
- (3) Energy efficient products are at <http://energystar.gov/>
- (4) FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>

- (5) Environmentally Preferable Computers are at <http://www.epeat.net>
- (6) Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
- (7) Water efficient plumbing fixtures at <http://epa.gov/watersense>

- (c) 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.

#### **H.55 RESERVED**

#### **H.56 RESERVED**

#### **H.57 RESERVED**

#### **H.58 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS**

- (a) The Contractor shall obtain any licenses, permits, other approvals or authorizations for conducting all activities under the Contract. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this Contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and as referenced in Section J, Exhibit C-1, and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (will be the sole applicant for any such permits required for its activities. If required, the Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.
- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will use its best efforts to perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor

corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this Contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

## **H.59 RESERVED**

## **H.60 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT**

The PWS presents significant work scope challenges to the contractor, and makes it imperative that DOE has a focused approach to oversight of contractor work. The approach shall provide effective DOE oversight of project work, yet it must not present the contractor with burdensome or "non-value added" work related distractions.

DOE's oversight approach shall include reviews of periodic administrative progress reports submitted by the contractor and direct observation by DOE employees of contractor work in progress. Additionally, DOE's oversight approach will rely heavily on the established Contractor Assurance System, as defined and required by DOE O 226.1, Implementation of Department of Energy Oversight Policy.

DOE's oversight of work in progress will include specific provisions for the designation and qualification of DOE employees conducting oversight activities. This will include the following elements:

- (1) The number of DOE employees providing technical direction to the contractor will be limited and formally designated, by name, in writing by the CO; and
- (2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the contractor (e.g., waste packaging, facility demolition, facility decontamination, crane operation, heavy-lifting safety, nuclear and general safety oversight.) Prior to conducting formal oversight of contractor work, the technical competency of designated DOE employees will be examined, approved and documented as defined in the DOE Oversight Plan.

DOE's oversight activities will focus primarily on the safe performance of the activities as identified in the PWS. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The six fundamental areas of oversight are as follows:

- (1) **Project Management Oversight:** This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.
- (2) **Contract Management Oversight:** Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
- (3) **Financial Management Oversight:** DOE will review budgetary data submitted by the contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE or its designee will monitor and audit contractor financial management systems funds management practices and procedures, and accounting practices to ensure compliance with applicable regulations and statutes.
- (4) **Daily Operational and Safety Oversight:** DOE Facility Representatives, Project Managers and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and conditions of the contract and to assure effective safety oversight. In addition to this daily involvement, the contractor shall support:
  - (i) DOE's safety oversight, which includes the capability for examining, assessing and auditing by all levels of the DOE organization;
  - (ii) Senior management walk-throughs, conducted in scheduled areas of the plant or locations where significant work is ongoing;
  - (iii) Specific tours of buildings just prior to demolition, or release sites that have been deemed as response actions;
  - (iv) Periodic walk-throughs by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and,
  - (v) Employee concerns elevated to DOE for evaluation.
- (5) **Cyber Security Assessments:** DOE Mission Information Protection Program subject matter experts will conduct cyber security assessments and site assist visits that will include a review of cyber security documentation, NIST SP 800-53 security control implementation and active penetration testing of the IT infrastructure.

- (6) Scheduled Assessments: DOE will publish a quarterly oversight schedule of assessments on the DOE EM-LA web site. Adjustments will be made no fewer than 30 days prior to any planned assessment (with the exception of a “For Cause” review.) Assessment reports will be formally transmitted to the contractor for development of a corrective action plan, if required. DOE will verify and validate the contractor’s effectiveness in correcting the root cause problem of the concerns and findings.

The CO shall designate the COR for giving technical direction by separate letter. The contractor shall use the COR as the primary point of contact on technical matters (See the Correspondence Procedures clause, Section G, for definition), subject to the restrictions of Section I clause entitled DEAR 952.242-70 Technical Direction. Other individuals, to be identified by the CO, may be delegated with administrative COR authority.

#### **H.61 EMPLOYEE CONCERNS PROGRAM**

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of issuance of the Notice to Proceed that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A Department of Energy Employee Concerns Program, and all superseding versions.

#### **H.62 QUALITY ASSURANCE SYSTEM**

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) (see Section J, Attachment B: List of Contract Deliverables/Submittals) in accordance with the current revision of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA). Although DOE Order 414.1D allows 90 days, the QAP shall be submitted to DOE for approval within 30 days of the Notice To Proceed (NTP). DOE approval, with EM Headquarters concurrence, must be documented prior to the contract effective date and the Contractor assuming full responsibility.

EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2009 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures. Justification must be provided for NQA-1 requirements determined by the Contractor to be not applicable to its scope of work.

Contractors have three options for complying with this contract requirement:

- 1) Develop and submit for DOE approval a new QAP;
- 2) Adopt the prior Contractor's DOE-approved QAP; or

- 3) Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, Nuclear Safety Management, other regulations affecting quality assurance (QA) and DOE Order 414.1D, Quality Assurance.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Specifically, the contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of sub-components only from original equipment manufacturers or original equipment manufacturer authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related and non-safety related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

The Contractor shall perform activities in connection with a nuclear facility, as defined by Title 10 Code of Federal Regulations (CFR) 820, Procedural Rules for DOE Nuclear Activities; Title 10 CFR 835, Occupational Radiation Protection; and Title 10 CFR 830, Nuclear Safety Management, specifically Section 830.3. The requirements of 10 CFR Part 830 Subpart A shall apply to all work affecting nuclear safety. Additional quality assurance requirements are applicable to specific scopes of work, as follows:

- 1) For activities associated with TRU Waste disposal at the Waste Isolation Pilot Plant (WIPP), the contractor shall comply with the quality assurance requirements specified in the WIPP Hazardous Waste Facility Permit, and the current version of the DOE Carlsbad Field Office (CBFO) Quality Assurance Program Document.
- 2) For spent nuclear fuel/high level waste activities associated with disposal at the monitored geologic repository, the contractor shall comply with the quality assurance requirements specified in DOE/RW-0333P, Office of Civilian Radioactive Waste Management (RW) QA Requirements and Description, Revision 20.
- 3) For activities associated with the DOE-ID Independent Spent Fuel Storage Installations licensed by the Nuclear Regulatory Commission (NRC), the contractor shall comply with the quality assurance requirements in accordance with DOE/RW-0333P, Revision 10.

**H.63 RESERVED****H.64 RESERVED****H.65 REIMBURSEMENT OF LCBC CONTRACTOR SENIOR EXECUTIVES**

Government reimbursement of compensation is subject to the limitations and benchmark amounts outlined in FAR 31.205-6, Compensation for Personal Services and Section 702 of the Bipartisan Budget Act of 2013. The benchmark amount does not limit the amount of compensation that an executive may otherwise receive, but the compensation costs in excess of the benchmark amount are unallowable costs for Government contract purposes. The Contractor is encouraged to recruit, retain, and compensate the highest quality senior executives to execute the PWS in an efficient and cost-effective manner. Senior executives' compensation, and subsequent increases during the contract term, must be included in the bid proposal cost estimate.

**H.66 LITIGATION MANAGEMENT AND SUPPORT**

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of the NTP, the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719 (as revised by Final Rule issued by DOE on May 3, 2013), Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing and containing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the Plan shall describe the matters in-house counsel will perform as well as the matters they anticipate performing throughout the life of the contract. The Contractor should not retain outside counsel for routine matters and matters that can be performed by in-house counsel. The Contractor shall provide an annual legal budget to DOE Counsel along with the Legal Management Plan. Within 30 days of the conclusion of the period covered by each annual legal budget, the Contractor shall provide a report to DOE Counsel comparing its budgeted and actual legal costs.
- (b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

**H.67 ENTERPRISE PURCHASING**

- (a) Enterprise purchasing involves the complex-wide assessment of commodity and service requirements and formulation of enterprise-wide contract mechanisms used by members of

the enterprise to acquire those commodities and services. Enterprise purchasing can result in better pricing, better products, more timely delivery, reduced administrative costs and lead times for both the Contractor and the NNSA/DOE, greater standardization and interchangeability across the NNSA and DOE complex, and increased awards to small business entities.

- (b) The Contractor shall cooperate with NNSA/DOE and other NNSA/DOE contractors in identifying requirements under this Contract that are suitable for enterprise purchasing and shall facilitate the identification of work to be directly acquired by NNSA/DOE to support the objectives discussed below. The Contractor shall use the contracting mechanisms identified by the NNSA/DOE as enterprise purchases and those awarded by the Integrated Contractor Purchasing Team (ICPT) to meet all suitable requirements under this Contract unless the cost of using such contracting mechanisms is shown to be excessive, does not provide the best value and or impacts the Contractor's schedule. The Contractor may propose alternative acquisition strategies to the Contracting Officer.

#### **H.68 DOE-H-2068 INCURRENCE OF COSTS FOR CONFERENCES (OCT 2014)**

- (a) Definition. The term "conference" is defined as a meeting, convention, exposition, exhibition, retreat, seminar, symposium, workshop or other event that may, or may not, involve attendee travel, including training activities that are considered to be conferences under 5 CFR 410.404.

An event is a conference if it meets the following criteria:

- (1) The conference involves topical matters of interest to, and the participation of, multiple governmental agencies and /or nongovernmental participants.
  - (2) The conference involves registration, registration fees, a published substantive agenda, and scheduled speakers or discussion panels.
  - (3) The conference takes place at a hotel or conference center.
- (b) Exemptions. The following activities are not considered conferences even if the event meets the above definition of a conference:
- (1) Meetings necessary to carry out statutory oversight functions (e.g., investigations, inspections, audits).
  - (2) Meetings between the Contractor and the Government regarding contract specific performance or business matters.
  - (3) Bi-lateral and multi-lateral international cooperation engagements that do not exhibit the indicia of a formal conference as outlined above that are focused on diplomatic relations.
  - (4) Formal classroom training held at Federal facilities which do not exhibit indicia of a formal conference as outlined above.
  - (5) Classroom training available through Federal or commercial sources required as part of a certification program, continuous learning, or employee development required for the

- performance of an employee's position which does not exhibit indicia of a formal conference as outlined above.
- (6) Meetings such as advisory committee and Federal Advisory Committee meetings, solicitation/ funding opportunity announcement review board meetings, peer review/objective panel meetings, evaluation panel/board meetings, and kick-off and review meetings (including those for grants and contracts).
- (c) No costs associated with conference activities, including Department of Energy (DOE) sponsored and non-DOE sponsored conferences, shall be allowable under this contract unless –
- (1) The conference is directly and programmatically related to the purpose of the contract, and any work authorization/order/task issued pursuant thereto;
  - (2) The conference is reported and registered in the DOE Conference Management Database;
  - (3) The conference has been approved by DOE if required (approval of foreign travel via the Foreign Travel Management System (FTMS) does not constitute approval of a conference); and
  - (4) The cost is otherwise allowable in accordance with the allowable cost provisions of the contract.
- (d) All anticipated conference activity (i.e., attendance and incurrence of costs) must be reported in the DOE Conference Management Database, located at <https://portalwc.doe.gov>. All planned conference attendance must be reported 45 days prior to the conference start date, regardless of the number of attendees. If the Contractor proposes that any of its employees attend a conference, or that it will incur any costs associated with a conference, the Contractor will notify the Contractor's point of contact (POC), if any, or the Contracting Officer, who will identify to the Contractor the appropriate DOE POC responsible for reporting conference activity. Within the Conference Management Database, a lock-out date will be set for each conference; and after the lock-out date has passed, no additional attendees can be approved nor additional costs under this contract be proposed or incurred.
- (e) The Contractor shall not incur any costs for conferences, including deposits, non-refundable travel costs, and registration fees, until approval from DOE has been obtained. The Contractor may, however, incur costs necessary to develop estimates of the conference's cost in sufficient detail to allow preparation of documentation to request DOE's approval through the Conference Management Database.
- (f) Once the Contractor has received notification that approval within the Conference Management Database has taken place, the Contractor will provide documentation of the approval or registration to the Contracting Officer. Upon receipt of such evidence, the Contracting Officer will approve the Contractor's incurrence of costs for the conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and must be consistent with the applicable portions of the Federal Travel Regulations and the Federal Acquisition Regulations.

- (g) Review and approval of proposed conference activities will be based upon estimated costs and attendance in order to ensure that Federal funds are used for purposes that are appropriate, cost effective, and important to the core missions of DOE. However, only the Contracting Officer has the authority to determine if costs incurred by the Contractor are allowable, allocable and reasonable.
- (h) The Contractor shall establish sufficient management controls to ensure –
  - (1) The costs to be billed to DOE are allowable, allocable, and reasonable;
  - (2) Costs are minimized for all conferences sponsored by the Contractor, including costs associated with the venue and logistics of conducting the conference; and
  - (3) Contractor employees attending the conference, whether sponsored by the Contractor or other organizations, are held to the minimum number consistent with meeting contract objectives, including cost.
- (i) The Contractor shall ensure that its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

#### **H.69 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA**

- (a) Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported to the CO in writing and the contractor shall supply the CO with the information that supports the contractor's conclusion that there is a possible violation.
- (b) The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

#### **H.70 PRE-APPROVAL OF USE AND CHARGES**

As it pertains to the application of, and compliance with, Clause I.112, FAR 52.245-9, Use and Charges (APR 2012), this clause does not apply to any use of property which is done either in furtherance of the performance of the NNSA contract or as approved by the Contracting Officer.

#### **H.71 COMPLIANCE WITH EXISTING CONTRACTOR BUSINESS SYSTEMS AND OTHER PROGRAMS**

The Government has reviewed the Contractor's business systems, plans and programs, such as

and including those listed at Exhibit C-3, LANS Business Systems, Plans and Programs (Mandatory and Optional Site Services), developed under National Nuclear Security Administration Contract No. DE-AC52-06NA25396 for the Management and Operating Contract for the Los Alamos National Laboratory (the "M&O Contract"). To the extent that provisions of this Contract address the Contractor's obligations with respect to business systems, plans or programs, the Contractor's performance using the existing business systems, plans or programs, shall be deemed to satisfy the obligations of this Contract. The Contractor shall be subject to direction as to the management and maintenance of such business systems, plans or programs, from NNSA only.

Notwithstanding any other provision of this Contract, order, directive or other requirement applicable to this Contract, to the extent the Contractor utilizes such existing business systems, the Contractor shall have no liability, including liability for unallowable and/or disallowed costs, resulting from or arising out of, obligation of this Contract for which the Contractor is not in full compliance as a result of the use of such business systems, plans and programs. In case a conflict arises regarding interpretation of this clause with other terms, conditions, and requirements of this contract, this clause takes precedence.

## **H.72 INDIRECT COSTS**

### **(a) Excessive Pass Through Costs**

- i. This Contract includes FAR 52.215-23, "Limitations on Pass-Through Charges," that defines "Excessive pass-through charge," as: A charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).
- ii. DOE/EM has reviewed the Contractors' indirect costs, charging practices and cost controls and has concluded that the costs to be allocated to this contract are not unreasonable or excessive within the meaning of FAR 52-215.23. The contracting officer for contract DE-AC52-06NA25396 will be the cognizant contracting authority for any changes to indirect rate structures or charging practices during the performance of the LA-LCBC contract, including determination of cost allowability.
- iii. DOE/EM has reviewed the existing subcontracts supporting the EM Mission and LANL and has concluded that such subcontracts do not result in any excessive pass through costs. The contracting officer for contract DE-AC52-06NA25396 will be the cognizant contracting authority for any subcontract changes, pursuant to the subcontract review requirements, during the performance of the LA-LCBC contract, including the determination of cost allowability.

### **(b) Allocability:**

- i. The Parties recognize that LANS is a dedicated single purpose entity for the performance

of work at the Los Alamos National Laboratory that is currently being performed under Contract No. DE-AC52-06NA25396.

- ii. Except as identified below, indirect costs allocated to the EM Program through LANS' approved Cost Accounting Disclosure Statement, shall be allowable under this Contract. Allowability of specific elements of indirect costs shall be determined under the terms of Contract No. DE-AC52-06NA25396 by the Contracting Officer for that contract.
- iii. With respect to all costs incurred for performance of bridge contract activities by the Contractor that otherwise meet the allowability provisions of FAR Part 31, DEAR Part 931, DEAR Subpart 970.31, the terms of this contract and the existing approved Contractor and Parent Company Disclosure Statements, the Government agrees that such costs will be allocable, as determined by the appropriate Contracting Officer, to either this Contract or Contract No. DE-AC52-06NA25396. With regards to the allocability of any element of costs, the Government, NNSA and DOE EM acting jointly, shall inform the Contractor which of the two contracts such costs (or both based on the provisions of FAR 31.201-4) are to be allocated to for the purposes of reimbursement.
- iv. No cost will be disallowed on the basis of allocability other than through the assignment of cost under this provision.
- v. RESERVED
- vi. To the extent that government direction on the allocation of costs, including the non-allocability of LDRD to this Contract, would otherwise be deemed a change in a cost accounting practice, such change shall be deemed in "compliance with published DOE financial management policies" and subject to DEAR 970.5232-5.

## **H.73 STEERING COMMITTEE**

The Secretary of Energy has directed NNSA and EM to transition the acquisition and management of EM funded legacy cleanup work at LANL from NNSA to EM. This scope transferred from NNSA to EM is referred to as the EM Los Alamos Legacy Cleanup Bridge Contract (LCBC). The transition is occurring in two phases: this LCBC and a subsequent competitively awarded incentive-based successor contract(s). Due to the complexities of the LCBC transition, a Management Steering Committee consisting of senior level advisors from the site, both M&O Contractor and LCBC Contractor management, EM and NNSA is established. The Management Steering Committee provides a forum to facilitate the resolution of cross-cutting issues and concerns during the LCBC transition, performance, and transition to the successor contractor(s) consistent with the NNSA-EM Memorandum of Understanding (MOU) for "Transition of Legacy Environmental Cleanup Work at Los Alamos from NNSA to EM" (see Section J, Attachment V), terms and conditions of the contract(s), and applicable law, regulation and DOE/NNSA policy. The Steering Committee will provide a stabilizing influence and Members of the Steering Committee will ensure objectives of the LCBC transition are being met. The Management Steering Committee does not diminish authority of the designated EM and

NNSA Contracting Officers (CO) responsible for the contract(s). Therefore, before consulting with the Management Steering Committee, parties must first address their concerns, issues, disagreements, and/or recommendations to the CO(s) for resolution. All contractual actions and technical direction provided under this contract shall be provided by the designated CO and Contracting Officer Representative, respectively.

#### **H.74 PAYMENT AND ADVANCES, USE OF SPECIAL FINANCIAL INSTITUTION**

The Contractor will follow its existing Integrated Contract process (which is a contractual mechanism between DOE entities) regarding the charging and payment for costs during the Bridge Contract period.

DOE EM will to submit an authorization to bill via Department of Energy Payment and Collection (DOEPAC) to the Contractor, based on the contract amount authorized by the individual Inter Entity Work Order agreements as they are issued.

During a normal business month, the Contractor will incur costs to perform contract scope and then invoice DOE EM for reimbursement of costs. The costs are those incurred pursuant to FAR Section 31 and DEAR Section 931. The Contractor will submit all invoices to DOE EM electronically via DOEPAC, by the 15<sup>th</sup> of the following month, and payment will be received immediately. If DOE EM questions costs on an invoice, they will be addressed and resolved on a subsequent invoice.

#### **H.75 RESERVED**

#### **H.76 DOE OBLIGATION TO ASSESS AND APPLY ITS RIGHTS TO A SINGLE CONTRACT; PROHIBITION ON ASSESSING AND APPLYING ITS RIGHTS TO MULTIPLE CONTRACTS**

This Bridge Contract requires or permits the LCBC Contractor to receive shared services from the following resources:

- a. Directly from the NNSA M&O Contract including but not limited to services described in Exhibit C-3;
- b. Systems managed under the M&O Contract through systems described in H.71, "Compliance with Existing Contractor Business Systems," and
- c. Management, oversight and support from the M&O contract.

This Bridge Contract requires cooperation between the M&O Contractor and the LCBC Contractor as provided in H.16, Partnering Clause. Although these support services are required from the M&O contract, performance under this Bridge contract will be evaluated solely and exclusively pursuant to the terms of this Bridge contract. The performance of EM work will not be evaluated under the terms of the fee provisions or other remedies under the M&O contract. This includes all fee determinations for the purposes of determining fee pursuant to clause B.04,

Award Fee, as well as the exercise of and for assessing any other contract remedies, including without limitation those available to DOE under Price Anderson Amendments Act regulatory requirements, and pursuant to clause I. 137, DEAR 952.223-76 “Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health” exclusively under this Bridge Contract.

#### **H.77 WHISTLEBLOWER PROTECTION PROGRAM—PILOT**

- i. Costs incurred by the Contractor in implementing the provisions of I.12.FAR52.203-17, and the pilot program which it establishes, are reimbursable pursuant to and consistent with this contract’s provisions on allowable costs in effect on the date of award of this contract.
- ii. The Contractor shall not be required to insert the substance of this clause in covered subcontracts awarded prior to the effective date of this contract.
- iii. The Rights of the pilot program, including posting and employee notification requirements, shall apply only to those defined as “contractor employees in clause H.27.

#### **H.78 FIRST-TIER SUBCONTRACT REPORTING OF EXECUTIVE COMPENSATION**

As it pertains to the application of, and compliance with, Clause I.16, FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013), as this clause applies exclusively to new First-Tier subcontract awards, it is agreed that the reporting required by this clause does not apply to the existing subcontracts transferred to, or utilized in the performance of this Contract.

#### **H. 79 DOE H-2073, RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

##### **1. BASIC REQUIREMENTS**

- (a) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract and approved by the DOE.
- (b) Contractors shall not purchase insurance to cover public liability for nuclear incidents

without DOE authorization.

- (c) Demonstrate that insurance program and costs comply with the cost limitations and exclusions at FAR 31.205-19, DEAR 928.231-19, and DEAR 970.3102-05-19, INSURANCE AND INDEMNIFICATION.
- (d) Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost. Contractor shall develop and submit a Risk Management Policy Statement (RMPS) (i.e., a formal statement of contractor's commitment, intention, and general direction with respect to risk management, including, but not limited to, risk management objectives, internal policies, and procedures for preventing and controlling losses or claims/lawsuits).
- (e) The contractor shall submit copies of all insurance policies or insurance arrangements, to the Contracting Officer's no later than 30 days after the purchase date.
- (f) The contractor shall use a competitive process for the purchase of commercial insurance to ensure that costs are reasonable.
- (g) Ensure self-insurance programs include the following elements:
  - (1) Criteria set forth in FAR 28.308, SELF-INSURANCE. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (3) Safeguards to ensure that third party claims and claims settlements are processed in accordance with approved procedures.
  - (4) Accounting of self-insurance charges.
  - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
    - (a) The claims reserve shall be held in a special fund or interest bearing account.
    - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and

losses, and that DOE shall receive its equitable share of any excess funds or reserve.

- (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
- (d) Claim reserves, not payable within the year the loss occurred, discounted to present value based on the prevailing Treasury rate.
- (h) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- (i) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

## 2. PLAN EXPERIENCE REPORTING

- (a) Provide the contracting officer with annual experience reports for each type of liability- (i.e., automobile and commercial general liability) listing the following for each category.
  - (1) The amount paid for each claim.
  - (2) The amount reserved for each claim.
  - (3) The direct expenses related to each claim.
  - (4) A summary for the year showing total number of claims.
  - (5) A total amount for claims paid.
  - (6) A total amount reserved for claims.
  - (7) The total amount of direct expenses.
- (b) When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- (c) Additional claim financial experience data may be requested from the policyholder on a case-by-case basis.

## 3. TERMINATING OPERATIONS. Responsible contractor official shall ensure:

- (a) Protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
  - (b) Contractor identifies and provides continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
  - (c) Self-insured contractor reaches agreement with DOE on the handling and settlement of claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.
4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION. Unless otherwise determined to be in the government's best interest, the contractor shall ensure:
- (a) That insurance policies of a former DOE contractor are assumed by the successor;
  - (b) Protection of the government's interests through proper recording of all cancellation credits due to policy terminations and/or experience rating;
  - (c) The successor contractor assumes any continued claims administration and management responsibilities relating to the former/terminated DOE contractor's operation;
  - (d) The successor contractor reports incurred but not reported claims relating to the former DOE contractor's operation to the appropriate insurer;
  - (e) The successor contractor obtains the written approval of the contracting officer for any change in program direction; and
  - (f) Insurance coverage replacement is maintained as required and/or approved by the contracting officer.

#### **H.80 PERFORMANCE DIRECTION RESULTING FROM GOVERNMENT OVERSIGHT**

Except for Clause F.01, FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984), for purposes of Clause H.60, DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT, the Contractor shall be required to respond only to performance direction provided in writing by designated Contracting Officers and Contracting Officer's Representatives.

#### **H.81 TRUTH IN NEGOTIATIONS ACT—CERTIFICATION**

Under the authority of 10 U.S.C. 2306a as implemented by FAR 15.403-1(c)(4), a waiver to the requirement for submission of certified contractor and subcontractor cost or pricing data was granted for the negotiated price and Contract Change Proposals (CCPs), and Request for Equitable Adjustment (REA) for the EM-LA Legacy Cleanup Bridge Contract. The Contractor shall exclusively execute the certification at Section J, Attachment U, Cost or Pricing Data, whenever it is required to submit certified cost or pricing data in accordance with FAR 15.403-4(a)(1).

## **H.82 EMPLOYEE TERMINATION**

Any costs related to the termination of employees by the LA-LCBC Contractor will be allocable to NNSA Contract No. DE-AC52-06NA25396 and subject to the terms and conditions of that contract to include those terms covering the termination of employees. All allowability determinations for costs related to termination of employees will be made by the cognizant NNSA Contracting Officer for Contract No. DE-AC52-06NA25396.

All costs to be allocated to the NNSA M&O contract under this clause will be separately identified and segregated for purposes of identifying and reporting costs to NNSA.

**SECTION I - CONTRACT CLAUSES****PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

*Clauses I-1 through I-171, and I-182 through I-187 are incorporated by reference.  
Clauses I-172 through I-181 are incorporated in full text.*

**I.1 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/far/>

**CLAUSES INCORPORATED BY REFERENCE**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (NOV 2013)	
I.3	FAR 52.203-3	Gratuities (APR 1984)	
I.4	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	
I.6	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)	
I.10	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)	
I.11	FAR 52.203-14	Display of Hotline Poster(s) (Dec 2007)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.13	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)	
I.14	FAR 52.204-7	System for Award Management (JUL 2013)	
I.15	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.16	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	None
I.17	FAR 52.204-13	System for Award Management Maintenance (Jul 2013)	
I.18	FAR 52.204-14	Service Contract Reporting Requirements (Jan 2014)	
I.19	FAR 52.208-8	Required Sources for Helium and Helium Usage Data (APR 2002)	
I.20	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)	
I.21	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
I.22	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)	
I.23	FAR 52.210-1	Market Research (Apr 2011)	
I.24	FAR 52.211-5	Material Requirements (AUG 2000)	
I.25	RESERVED	.	
I.26	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	
I.27	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.28	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
I.29	RESERVED		
I.30	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.31	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	
I.32	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	
I.33	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) (Alternate III (OCT 1997))	
I.34	FAR 52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
I.35	RESERVED		(a)(3) 30 <sup>th</sup>
I.36	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)	
I.37	RESERVED		
I.38	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
I.39	RESERVED		
I.40	FAR 52.219-28	Post-Award Small Business Program Representation (Jul 2013)	
I.41	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.42	RESERVED		
I.43	FAR 52.222-3	Convict Labor (JUN 2003)	
I.44	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)	
I.45	FAR 52.222-6	Construction Wage Rate Requirements (May 2014)	
I.46	FAR 52.222-7	Withholding of Funds (May 2014)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.47	FAR 52.222-8	Payrolls and Basic Records (May 2014)	
I.48	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	
I.49	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
I.50	FAR 52.222-11	Subcontracts (Labor Standards) (May 2014)	
I.51	FAR 52.222-12	Contract Termination-Debarment (May 2014)	
I.52	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
I.53	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
I.54	FAR 52.222-15	Certification of Eligibility (May 2014)	
I.55	FAR 52.222-16	Approval of Wage Rates (May 2014)	
I.56	RESERVED		
I.57	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	
I.58	FAR 52.222-26	Equal Opportunity (MAR 2007)	
I.59	FAR 52.222-35	Equal Opportunity for Veterans (Jul 2014)	
I.60	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jul 2014)	
I.61	FAR 52.222-37	Employment Reports on Veterans (Jul 2014)	
I.62	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.63	FAR 52.222-41	Service Contract Labor Standards (May 2014)	
I.64	FAR 52.222-50	Combating Trafficking in Persons (Mar 2015)	
I.65	FAR 52.222-54	Employment Eligibility Verification (Aug 2013)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.66	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.67	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)	
I.68	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) Alternate II (May 2011)	
I.69	RESERVED		
I.70	FAR 52.223-10	Waste Reduction Program (MAY 2011)	
I.71	FAR 52.223-11	Ozone-Depleting Substances (May 2001)	
I.72	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	
I.73	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	
I.74	FAR 52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (Jun 2014)	
I.75	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	
I.76	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
I.77	FAR 52.223-19	Compliance With Environmental Management Systems (May 2011)	
I.78	FAR 52.224-1	Privacy Act Notification (Apr 1984)	
I.79	FAR 52.224-2	Privacy Act (Apr 1984)	
I.80	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	
I.81	RESERVED		

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.82	FAR 52.230-2	Cost Accounting Standards (May 2014)	
I.83	FAR 52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.84	FAR 52.232-9	Limitation of Withholding of Payments (Apr 1984)	
I.85	FAR 52.232-17	Interest (OCT 2010)	
I.86	FAR 52.232-18	Availability of Funds (Apr 1984)	
I.87	RESERVED		
I.88	FAR 52.232-24	Prohibition of Assignment of Claims (JAN 1986). Incorporated M&O clause I.46	
I.89	RESERVED		
I.90	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (Jul 2013)	
I.91	FAR 52.233-1	Disputes (JUL 2002); Alternate I (DEC 1991)	
I.92	FAR 52.233-3	Protest after Award (Aug 1996) – Alternate I (Jun 1985)	
I.93	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.94	FAR 52.234-4	Earned Value Management System (May 2014)	(g) TBD
I.95	RESERVED		
I.96	RESERVED		
I.97	FAR 52.236-8	Other Contracts (Apr 1984)	
I.98	RESERVED		
I.99	RESERVED		
I.100	RESERVED		
I.101	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.102	RESERVED		
I.103	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.104	RESERVED		

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.105	RESERVED		
I.106	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.107	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)	
I.108	FAR 52.244-2	Subcontracts (OCT 2010)	(d), (j) Contracting Officer fill-in at definitization
I.109	FAR 52.244-5	Competition in Subcontracting	
I.110	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)	
I.111	FAR 52.245-1	Government Property (APR 2012)	
I.112	FAR 52.245-9	Use and Charges (APR 2012)	
I.113	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
I.114	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) DOE (b) DOE Contract No. the Contract Administration Office specified in the Section G
I.115	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.116	FAR 52.248-1	Value Engineering (Oct 2010)	(m) fill in at award
I.117	FAR 52.249-6	Termination (Cost- Reimbursement ) (May 2004)	
I.118	FAR 52.249-14	Excusable Delays (APR 1984)	
I.119	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.120	FAR 52.251-2	Interagency Fleet Management Systems Vehicles and Related Services (Jan 1991)	
I.121	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.122	DEAR 952.202-1	Definitions (FEB 2011)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.123	DEAR 952-203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.124	DEAR 952.204-2	Security (Mar 2011)	
I.125	DEAR 952.204-70	Classification/Declassification (Sep 1997)	
I.126	DEAR 952.204-75	Public Affairs (Dec 2000)	
I.127	DEAR 952.204-77	Computer Security (Aug 2006)	
I.128	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.129	DEAR 970.5208-1	Printing (DEC 2000)	
I.130	DEAR 952.209-72	Organizational Conflicts of Interest (Aug 2009)	
I.131	DEAR 952.215-70	Key Personnel (Dec 2000)	(a) See Section J, Attachment G
I.132	RESERVED		
I.133	RESERVED		
I.134	DEAR 952.219-70	DOE Mentor-Protégé Program (May 2000)	
I.135	DEAR 952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
I.136	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.137	DEAR 952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (DEC 2010)	
I.138	DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010)	
I.139	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.140	RESERVED		
I.141	DEAR 952.231-71	Insurance Litigation and Claims (Jul 2013)	
I.142	RESERVED		

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.143	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (OCT 2005)(As modified by Acquisition Letter 2005-15)	
I.144	DEAR 952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.145	DEAR 970.5204-1	Counterintelligence (Dec 2010)	
I.146	DEAR 970.5222.-1	Collective Bargaining Agreements Management and Operating Contracts (Dec 2000)	
I.147	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
I.148	DEAR 970.5223-3	Agreement Regarding Workplace Substance Abuse Programs At DOE Facilities (DEC 2010)	
I.149	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	
I.150	DEAR 970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)	
I.151	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.152	DEAR 970.5226-3	Community Commitment (Dec 2000)	
I.153	DEAR 970.5227-1	Rights in Data-Facilities (Dec 2000)	
I.154	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	
I.155	DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002)	
I.156	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.157	DEAR 970.5227-8	Refund of Royalties (Aug 2002)	
I.158	DEAR 970.5227-10	Patent Rights –Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	
I.159	DEAR 970.5227-11	Patent Rights Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	
I.160	RESERVED		
I.161	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	
I.162	DEAR 970.5231-4	Preexisting Conditions Alt I (Dec 2000)	
I.163	DEAR 970-5232-1	Reduction or Suspension of Advance, Partial, or Progress Payments (Dec 2000)	
I.164	DEAR 970-5232-2	Payments and Advances (Dec 2000) ALT III	
I.165	DEAR 970-5232-3	Accounts, Records and Inspections (Aug 2009)	
I.166	DEAR 970-5232-5	Liability With Respect To Cost Accounting Standards (Dec 2000)	
I.167	DEAR 970.5232-7	Financial Management System (Dec 2000)	
I.168	DEAR 970.5232-8	Integrated Accounting (Dec 2000)	
I.169	DEAR 970.5236-1	Government Facility Subcontract approval (Dec 2000)	
I.170	DEAR 970.5242-1	Penalties for Unallowable Costs (Aug 2009)	
I.171	RESERVED		

CLAUSES INCORPORATED IN FULL TEXT

**I.172 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized

assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

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

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.173 RESERVED**

**I.174 RESERVED**

**I.175 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)**

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

**I.176 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**I.177 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APRIL 2003)**

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Payment and Advances clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.  
Revenue Division  
PO Box 630  
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the *Department of Energy* and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The *Department of Energy* may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the *Department of Energy*, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the *Department of Energy* to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

**I.178 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR  
AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

- (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to:

General Services Administration  
Attn: FWA  
1800F Street NW  
Washington, DC 20405

**I.179 952.242-70 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, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
  - (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 DOE.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (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 SOW;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) Changes 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 to 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 CO in writing within five working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within 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 DOE 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 CO 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 the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."

**I.180 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)**

- (a) *Government-owned records.* Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 CFR, Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) *Contractor-owned records.* The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records

- and similar files), and non-employee patient medical/health-related records, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE-5), Payroll and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).
- (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - ii. The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - iii. Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) *Contract completion or termination.* Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) *Applicability.* This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (e) *Records maintenance and retention.* Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of

records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

- (f) *Subcontracts*. The contractor shall include the requirements of this clause in all subcontracts that contain the Integration of Environment, Safety and Health into Work Planning and Execution clause at 952.223–71 or, the Radiation Protection and Nuclear Criticality clause at 952.223–72.

### **I.181 DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (JAN 2013)**

(a) *General*. The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

(b) *Acquisition of utility services*. Utility services shall be acquired in accordance with the requirements of subpart 970.41.

(c) *Acquisition of Real Property*. Real property shall be acquired in accordance with 48 CFR subpart 917.74.

(d) *Advance Notice of Proposed Subcontract Awards*. Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) *Audit of Subcontractors*.

(1) The Contractor shall provide for—

- (i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and
  - (ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
- (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.
- (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.
- (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).
- (f) *Bonds and Insurance.*
- (1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of \$100,000. The Contractor shall consider the use of performance bonds in fixed-price non-construction subcontracts, where appropriate.
- (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
- (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than \$25,000, but not greater than \$100,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
- (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their

individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) *Buy American*. The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at \$100,000 or less.

(h) *Construction and Architect-Engineer Subcontracts*.

(1) *Independent Estimates*. A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.

(2) *Specifications*. Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."

(3) *Prevention of Conflict of Interest*.

(i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

(ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.

(iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) *Contractor-Affiliated Sources*. Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) *Contractor-Subcontractor Relationship*. The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.

(k) *Government Property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property, and 48 CFR 52.245-1, Government Property.

(l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.

(m) *Leasing of Motor Vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.

(n) [Reserved]

(o) *Management, Acquisition and Use of Information Resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

(p) *Priorities, Allocations and Allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(q) *Purchase of Special Items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:

- (1) Motor vehicles—48 CFR 908.7101
- (2) Aircraft—48 CFR 908.7102
- (3) Security Cabinets—48 CFR 908.7106
- (4) Alcohol—48 CFR 908.7107
- (5) Helium—48 CFR subpart 8.5
- (6) Fuels and packaged petroleum products—48 CFR 908.7109
- (7) Coal—48 CFR 908.7110
- (8) Arms and Ammunition—48 CFR 908.7111
- (9) Heavy Water—48 CFR 908.7121(a)
- (10) Precious Metals—48 CFR 908.7121(b)

(11) Lithium—48 CFR 908.7121(c)

(12) Products and services of the blind and severely handicapped—41 CFR 101-26.701

(13) Products made in Federal penal and correctional institutions—41 CFR 101-26.702

(r) *Purchase versus Lease Determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made—

(1) At time of original acquisition;

(2) When lease renewals are being considered; and

(3) At other times as circumstances warrant.

(s) *Quality Assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.

(t) *Setoff of Assigned Subcontractor Proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(u) *Strategic and Critical Materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.

(v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.

(w) *Unclassified Controlled Nuclear Information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.

(x) *Subcontract Flowdown Requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:

(1) Davis-Bacon clauses prescribed in 48 CFR 22.407.

- (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
- (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
- (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
- (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.
- (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).
- (y) *Legal Services*. Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.

<u>Clause No.</u>	<u>FAR/DEAR Reference</u>	<u>Title</u>	<u>Fill-In Information (see 52.104(d))</u>
I.182	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires	
I.183	FAR 52.230-6	Administration for Cost Accounting Standards (JUL 2010)	
I.184	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 30 days
I.185	DEAR 970.5222-2	Overtime Management (DEC 2000)	
I.186	DEAR 970.5232-3	Accounts, Records and Inspection (DEC 2010)	
I.187	DEAR 970.5232-4	Obligation of Funds (DEC 2000)	

## SECTION J LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
Attachment A	Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
Attachment B	List of Documents/Submittals and Milestones
Attachment C	Performance Evaluation Management Plan (PEMP)
Attachment D	Integrated Priority List
Attachment D-1	Fiscal Year 2016 Integrated Priority List
Attachment D-2	Fiscal Year 2017—Option Period 1 Integrated Priority List
Attachment D-3	Fiscal Year 2017—Option Period 2 Integrated Priority List
Attachment E	Routine Reporting Requirements
Attachment F	RESERVED
Attachment G	Key Personnel
Attachment H	RESERVED
Attachment I	Performance Guarantee
Attachment J	RESERVED
Attachment K	RESERVED
Attachment L	RESERVED
Attachment M	RESERVED
Attachment N	RESERVED
Attachment O	Regional Purchasing Program
Attachment P	RESERVED
Attachment Q	RESERVED
Attachment R	RESERVED
Attachment S	RESERVED
Attachment T	Contractor's Transition Plan
Attachment U	Certificate of Cost Information and Supporting Data
Attachment V	NNSA-EM Memorandum of Understanding (MOU) for "Transition of Legacy Environmental Cleanup Work at Los Alamos from NNSA to EM"

## **ATTACHMENT A: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS (LIST A)**

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), DOE may provide a list of laws and regulations (List A) applicable to work performed under this contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, Executive Orders and agreement documents applicable to work performed under this contract. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

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

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Document Number	Title
10 CFR 61	Low Level Waste Policy Act Amendments
10 CFR 71	Packaging and Transportation of Radioactive Material
10 CFR 830	Nuclear Safety Management
10 CFR 851	Worker Safety and Health Program
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 116	Designation of Hazardous Substances
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 260-282	Resource Conservation and Recovery Act (RCRA)
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA—National Contingency Plan)

Document Number	Title
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 350-372	SARA Title III
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Material Table, Specials Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans
49 CFR 173	Shippers-General Requirements for Shipments and Packaging's
49 CFR 174	Carriage by Rail
49 CFR 177	Carriage by Public Highway
15 USC 2601	Toxic Substances Control Act (TSCA)
33 USC 1251	Clean Water Act (CWA)
42 USC 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 USC 2286	Defense Nuclear Facilities Safety Board
42 USC 6901	Resource Conservation & Recovery Act (RCRA)
42 USC 7401	Clean Air Act (CAA)
42 USC 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 USC 9605	CERCLA Amendment
42 USC 9620	CERCLA Federal Facility Agreement (FFA)
42 USC 11001-11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 USC 13101-13109	Pollution Prevention Act (PPA)
42 USC 2011-2259 et seq.	The Atomic Energy Act (AEA) of 1954, As Amended
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Public Law 102-368	Federal Facility Compliance Act of 1992
Public Law 102-484	National Defense Authorization Act of 1993
Public Law 102-486	Energy Policy Act of 1992
Public Law 107-347	The E-Government Act of 2002

## LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The Contractor shall comply with the Contractor Requirements Documents of DOE Directives identified under List B. DOE directives may be found at <http://www.directives.doe.gov/>.

DOE Directives	Subject
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOEO 231.1B	Environment, Safety, and Health Reporting
DOE O 252.1A	Technical Standards Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B	Real Property and Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 452.2E	Nuclear Explosive Safety
DOE O 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management

## ATTACHMENT B – LIST OF CONTRACT DELIVERABLES/SUBMITTALS AND MILESTONES

The LCBC Contractor shall accomplish the work necessary and complete the following deliverables and milestones during this contract period of performance:

<b><u>Deliverable or Milestones Title/Short Description</u></b>	<b><u>Completion Date</u></b>
Transition Plan from the NNSA M&O Contract to the LCBC Contract (C.2.1.01)	September 23, 2015
Transition Status Report (C.2.1.01)	Weekly during transition
Formal Interface Agreement between the LCBC Contractor and the NNSA M&O Contractor for Mandatory and Optional Services (C.2.1.01)	4 months after NTP
Supplemental Investigation Reports (C.4.3.03) for: <ul style="list-style-type: none"> <li>• Upper Mortandad Canyon Aggregate Area</li> <li>• Upper Canada del Buey Aggregate Area</li> <li>• Technical Area 49 Aggregate Area Inside and Outside Nuclear Environmental Sites</li> <li>• Canon de Valle Aggregate Area Technical Area 14</li> <li>• North Ancho Canyon Aggregate Area</li> <li>• Lower Sandia Canyon Aggregate Area</li> </ul>	September 30, 2016
Periodic Monitoring Reports (C.4.1.01)	November 30, February 28, May 30, August 31
Sediment Transport and Mitigation Project Reports (C.4.1.02.01) including for Los Alamos / Pueblo Canyons	dates established by NMED-HWB
Individual Permit for Stormwater deliverables: <ul style="list-style-type: none"> <li>• Certification of Controls Installation,</li> <li>• Alternative Compliance Report,</li> <li>• Etc.</li> </ul>	TBD Document specific soft dates
Report of Results and Recommendations for Continuation of the Chromium Plume Boundary Protection Interim Measures (C.4.1.03)	15 months after first injection well is operational
FY-end Progress Report of the FY of Soil-Vapor Extraction Operations and Post-FY Analytical Results from Material Disposal Area L (C.4.2.02)	November 30, 2016
Inspection and Maintenance of Erosion Controls in Drainages to the 90s Line Pond at Technical Area 16 (C.4.1.04)	November 30, 2015

Treatment of the First Inappropriately Remediated Waste Drum (i.e., Nitrate Salt plus Organic Absorbent) (C.5.1.05)	Two-weeks after approval to start – February 16, 2017
Upper Los Alamos Canyon Aggregate Area cleanup report(s) for SWMUs 01-001(f) and C-43-01 to EM-LA	September 21, 2016
Individual Permit for Stormwater annual deliverables: <ul style="list-style-type: none"> <li>• Compliance Status Report,</li> <li>• Annual Compliance Report (may be combined), and</li> <li>• Stormwater Discharge Pollution Prevention Plan</li> </ul>	March 1, 2016
Sandia Canyon Wetland Performance Report (C.4.1.02.01)	April 30, 2016
Annual Update to the Interim Facility-Wide Groundwater Monitoring Plan for Monitoring Year 2016 (C.4.1.01)	May 30, 2016
Report on the Completion of Townsite SWMUs (Historical Activities) (C.4.3.01)	June 30, 2016
Supplemental Investigation reports (SIR) for the following areas: <ul style="list-style-type: none"> <li>• Upper Mortandad Canyon Aggregate Area,</li> <li>• Upper Cañada del Buey Aggregate Area,</li> <li>• Technical Area 49 Aggregate Areas both Inside and Outside the Nuclear Environmental Sites,</li> <li>• Canon de Valle Aggregate Area – technical Area 14,</li> <li>• North Ancho Canyon Aggregate Area,</li> <li>• Lower Sandia Canyon Aggregate Area, and</li> <li>• Threemile canyon Aggregate Area</li> </ul>	September 30, 2016
Completion of the nitrate salt treatment campaign (C.5.1.05)	September 29, 2017
Inspection and Maintenance of Erosion Controls for 90s Line Pond, Technical Area 16 Report (C.4.1.04)	November 30, 2016
Completion documentation for Middle Los Alamos Canyon Aggregate Area cleanups (C.4.3.02)	December 31, 2016
Historical Investigation Reports (HIRs) and Investigation Work Plans (IWPs) for Lower water Canyon Aggregate Area (C.4.3.06)	December 31, 2016
Individual Permit for Stormwater annual deliverables: <ul style="list-style-type: none"> <li>• Compliance Status Report,</li> <li>• Annual Compliance Report (may be combined), and</li> <li>• Stormwater Discharge Pollution Prevention Plan</li> </ul>	March 1, 2017

Annual Update to the Interim Facility-Wide Groundwater Monitoring Program (C.4.1.01)	May 30, 2017
Historical Investigation Reports (HIRs) and Investigation Work Plans (IWPs) for Twomile canyon Aggregate Area (C.4.3.06)	June 30, 2017
Documentation and Submittal of Letters requesting Certificate of Completion for 13 Prioritized Cleanup Sites (C.4.3.05)	Not currently dated
Monthly Performance Report of progress and performance against the approved monthly plan	End of Subsequent Month
Phase-Out Transition Packages (C.8.6)	TBD

The LCBC Contractor shall notify DOE within 10 working days of any circumstances that might jeopardize this delivery schedule. The LCBC Contractor shall request in writing any change to this delivery schedule, for sole consideration by DOE. However, any deliverable or milestone listed here that is listed in Attachment C shall be considered by DOE under the PEMP and not under this attachment provisions.

**ATTACHMENT C—PERFORMANCE EVALUATION MANAGEMENT PLAN**



**ENVIRONMENTAL MANAGEMENT LOS ALAMOS  
LEGACY CLEANUP BRIDGE CONTRACT  
DE-EM0003528  
EFFECTIVE DATE: OCTOBER 1, 2015  
LOS ALAMOS NATIONAL SECURITY, LLC (LANS)**



Attachment C  
LA-LCBC PEMP signed

## **ATTACHMENT D –INTEGRATED PRIORITY LIST**

### **ATTACHMENT D-1 FY2016 INTEGRATED PRIORITY LIST**



IPL FY16.pdf

### **ATTACHMENT D-2 FY2017 OPTION PERIOD 1- INTEGRATED PRIORITY LIST**



IPL FY17 Option  
1.pdf

### **ATTACHMENT D-3 FY2017 OPTION PERIOD 2- INTEGRATED PRIORITY LIST**



IPL FY17 Option  
2.pdf

## **ATTACHMENT E – ROUTINE REPORTING REQUIREMENTS**

- 1) Weekly Status Reports of the Transition of EM work scope from the NNSA M&O Contract to the LCBC Contract (C.2.1.01) due weekly to the EMLA Field Office Manager. These weekly reports are due Fridays from signature of the contract until 30-days after the notice-to-proceed of the LCBC Contract.
- 2) Discoveries of potential safety issues and/or RCRA non-compliances should be reported within 24 hours to the EMLA Field Office Manager.
- 3) Monthly report of groundwater data review results to NMED-HWB via email with copy to EMLA Field Office in accordance with the provisions of the Consent Order.
- 4) Monthly Performance Report of progress and performance against the approved monthly plan. The MPR is due End of Subsequent Month.
- 5) Weekly Status Reports of the Transition of EM work scope from the LCBC Contract to subsequent DOE cleanup contracts to be determined (C.2.1.02) due weekly to the EMLA Field Office Manager. These weekly reports are due Fridays from notification from the EMLA Field Office COR that a scope changes to be made to the LCBC Contract transferring the appropriate work scope to a new EM cleanup contractor.

**ATTACHMENT G KEY PERSONNEL**

Pursuant to the Section I Clause entitled, "I.131, DEAR 952.215-70, KEY PERSONNEL (DEC 2000)", the following positions are considered to be essential to work being performed.

Associate Director, LANS ADEP	Randy Erickson
Deputy Associate Director of Environmental Programs	Enrique Torres

## **ATTACHMENT I PERFORMANCE GUARANTEE**



Attachment I -  
Performance Guarant

## **ATTACHMENT O REGIONAL PURCHASING PROGRAM**

*See National Nuclear Security Administration Contract No. DE-AC52-06NA25396, Management and Operating Contract for the Los Alamos National Laboratory, Part III, Section J, Appendix M.*

## ATTACHMENT T CONTRACTOR'S TRANSITION PLAN



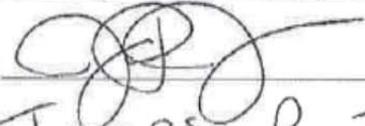
Attachment T -  
LA-LCBC Transition PI

**ATTACHMENT U  
CERTIFICATE OF COST INFORMATION AND SUPPORTING DATA**

**CERTIFICATE OF COST INFORMATION AND SUPPORTING DATA**

This is to certify that, to the best of my knowledge and belief, the Cost information, supporting data and analysis from the accounting and business systems that are shared with the National Nuclear Security Administration under contract DE-AC52-06NA25396, that informed the Los Alamos National Security, LLC cost estimate dated June 30, 2015 has been provided to the Department of Energy Office of Environmental Management as of the date of agreement on price; that being September 22, 2015.

This certification includes the data supporting any advance agreements and forward pricing rate agreements between the offeror and the National Nuclear Security Administration and the Department of Energy Office of Environmental Management that are part of the estimate.

Firm Los Alamos National Security  
Signature   
Name James P. Johnson  
Title CFO  
Date of execution\*\*\* 9/22/15

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

**ATTACHMENT V**  
**NNSA-EM MEMORANDUM OF UNDERSTANDING (MOU) FOR “TRANSITION**  
**OF LEGACY ENVIRONMENT CLEANUP WORK AT LOS ALAMOS FROM NNSA**  
**TO EM”**



NA-LA and EM-LA  
MOU FINAL SIGNED 2

**EXHIBIT C-1**  
**Current Environmental Permits and Compliance Documents Applicable to the EM Work Scope**

	Permit or Requirement Description	Transfer Method	Target Date	Completion Date
1	<p><b>LANL Hazardous Waste Facility Permit, EPA ID No. NM0890010515, issued by the EPA and transferred to NMED</b></p> <p>DOE will transfer responsibility for the RCRA Permit only for those operations that support EM activities; specifically, at TA-54. EM Contractors will comply with the provisions of the HWFP in all EM work scope execution through reporting to the NNSA and the LANS NNSA M&amp;O Contractor, as appropriate.</p>			
1A	<p>Submit a written notice to NMED. 40 CFR § 270.30(1)(3)                      Obtain written approval from NMED.                      Permit Section 1.9.3</p>	Letter	12/31/2016	
1B	<p>Submit a written notice to new contractor of the requirements of the NM Hazardous Waste Act and regulations and the RCRA Permit prior to transfer. Permit Section 1.9.3</p>	contract and this exhibit	12/31/2016	
1C	<p>Submit a written agreement to NMED specifying the date of transfer for permit responsibilities. 40 CFR § 270.40 (b)</p>	Letter	12/31/2016	
2	<p><b>Compliance Order on Consent Between the State of New Mexico Environment Department and the United States Department of Energy and the Regents of the University of California (as Amended)</b></p> <p>The Consent Order, signed by DOE, UC (later transferred to LANS), NMED, and the NM Attorney General, addresses the corrective action requirements of the NM Hazardous Waste Act for the investigation and cleanup of legacy contamination and for groundwater monitoring.</p> <p>DOE places the Consent Order on the LANS Bridge Contract. The Contractor shall execute the Consent Order as if they had signed it. The Contractor shall ensure all subcontracts also have the provisions to comply with the Consent Order terms. This contract and its terms take precedence over the Consent Order. The Contractor shall raise potential conflicts to the EMLA Field Office for resolution.</p>			
2A	<p>DOE must provide 30 days notice to NMED prior to transfer and impose the same obligations upon the successor contractor. Section 111.F</p>	Letter	12/31/2016 ?	
3	<p><b>Federal Facility Compliance Order (Site Treatment Plan)</b></p> <p>NMED issued the Federal Facility Compliance Order (FFCO) to DOE and UC (later transferred to LANS); it establishes a schedule and plan to bring LANL into compliance with the land disposal restrictions for mixed waste stored for more than one year</p> <p>The Contractor shall comply with the FFCO (STP) in the</p>			

	Permit or Requirement Description	Transfer Method	Target Date	Completion Date
	<a href="#">execution of EM work scope.</a>			
4	<p><b>National Pollutant Discharge Elimination System (NPDES) Individual Permit for Storm Water (IP), NM0030759</b></p> <p>US EPA is the administrative authority. NPDES Individual Permit for Storm Water Discharges from SWMUs/AOCs</p> <p><a href="#">DOE places the IP on the contract. The Contractor shall execute the IP as if they had signed it. The Contractor shall ensure all subcontracts also have the provisions to comply with the IP terms. This contract and its terms take precedence over the IP. The Contractor shall raise potential conflicts to the EMLA Field Office for resolution.</a></p>			
4A	Submit a 30 Day notice to EPA, including a written agreement. 40 CFR 122.61 (b) (Automatic Transfers); Section III.D.3 of the Permit	Letter	12/31/2016 ?	
4B	Submit a written agreement to NMED "containing a specific date for transfer to permit responsibility, coverage and liability between them."	Letter	12/31/2016 ?	
5	<p><b>Clean Water Act Nationwide "Dredge and Fill" (Section 404) Permits with the Army Corps of Engineers (ACOE)</b></p> <p>Dredge and Fill Permits are issued to "LANL" (LANS) and the owner of the facility, DOE, is not changing</p> <p><a href="#">The Contractor shall comply with the provisions of the dredge and fill permits for the execution of EM work scope.</a></p>			
5A	[If required, a permit modification may be accomplished by notifying the District Engineer to request modification of permit through informal consultation and mutual agreement with DOE. 33 CFR 325.7].	Letter	12/31/2016 ?	
6	<p><b>LANL Floodplain (Section 401) Permits with the Army Corps of Engineers (ACOE)</b></p> <p>Floodplain Permits are issued to "LANL" (LANS) and the owner of the facility, DOE, is not changing</p> <p><a href="#">The Contractor shall comply with the provisions of the floodplain permits for the execution of EM work scope.</a></p>			
6A	[If required, a permit modification may be accomplished by notifying the District Engineer to request modification of permit through informal consultation and mutual agreement with DOE. 33 CFR 325.7].	Letter	12/31/2016 ?	
7	<p><b>Groundwater Discharge Permit-DP 1793</b></p> <p>Administered by the NMED Ground Water Quality Bureau. Currently covers discharges of groundwater to support Cr recovery activities, but may possibly cover other EM work scope discharges in the near future.</p>			
7A	No transfer is necessary at this time, permit application is pending. Future transfer after EM activities are listed will be required.	Letter	12/31/2016 ?	
8	<p><b>LANL NPDEP Multi-Sector General Storm Water Permit for Industrial Activities, EPA ID No. NMR05A734</b></p>	None		

	<b>Permit or Requirement Description</b>	<b>Transfer Method</b>	<b>Target Date</b>	<b>Completion Date</b>
	<p>Although EM will not specifically be conducting industrial activities at LANL, there may be impacts with operating a Treatment, Storage, and Disposal Facility (TSD) under Sector K. We might be able to leave the permit with NNSA/LAFO and work out a separate permit for EM activities.</p> <p>The Contractor shall not conduct activities that interfere with the execution of the MSGP by the NNSA M&amp;O Contractor.</p>			
9	<p><b>LANL NPDES Outfall Permit, NM0028355</b></p> <p>The Contractor shall not conduct activities that interfere with the execution of the Outfall Permit by the NNSA M&amp;O Contractor. The Contractor shall not conduct activities that constitute an outfall discharge that would require modification to the NNSA M&amp;O Outfall permit.</p>	None		
10	<p><b>LANL Construction General Permit, CGP2003</b></p> <p>The Contractor shall not conduct activities that interfere with the execution of the CGP by the NNSA M&amp;O Contractor. The Contractor shall not conduct activities that would require modification to the NNSA M&amp;O CGP.</p>	None		
11	<p><b>LANL Title V Air Quality Operating Permit with NMED-AQB</b></p> <p>The Contractor shall not inhibit the NNSA M&amp;O contractor from managing the Airnet and Clean Air Act permitting activities. The Contractor shall execute the necessary air sampling activities related specifically to EM work scope activities.</p> <p>The Contractor shall submit information required from EM activities and impacts to NNSA/LANS for annual LANL reporting in ASER, etc.</p>	None		
12	<p><b>LANL Spill Prevention and Countermeasures Plans</b></p> <p>Although EM maybe only fuel spills, sample water spills, etc., it is likely that none of the EM activities will meet the 600-gallon requirement to address.</p> <p>The Contractor shall report to the EMLA Field Office when any planned activities have the potential to approach or exceed the 600-gallon release threshold.</p>	None		

**Note: All actions identified are DOE actions.**

**EXHIBIT C-2****Current Memorandums of Understanding and Memorandums of Agreements Applicable to the EM Work Scope**

<b>MOU/MOA/Agreement</b>				
<b>Requirements</b>	<b>Transfer Methods</b>	<b>Anticipated Date</b>	<b>Parties</b>	<b>Completion Date</b>
Interagency Coordination and Collaboration for the Protection of Indian Sacred Sites	Transfer/Update	12/31/2016	DOD, DOI, USDA, DOE, ACHP	
Monitoring for Radioactive and Chemical Contamination	Transfer/Update	12/31/2016	BIA, DOE, Pueblo de San Ildefonso	
Accord	Transfer/Update	12/31/2016	Pueblo of San Ildefonso, DOE	
Accord	Transfer/Update	12/31/2016	Pueblo of Jemez	
Accord	Transfer/Update	12/31/2016	Pueblo of Cochiti	
Accord	Transfer/Update	12/31/2016	Pueblo of Santa Clara	
Memorandum of Understanding between the U.S. Department of Energy and the Buckman Direct Diversion Board Regarding Water Quality Monitoring (see C.4.1.02)	Transfer/Update	12/31/2016	DOE; DDB	
Agreement in Principle for Environmental Oversight and Monitoring	Transfer/Update	12/31/2016	DOE, New Mexico	
Memorandum of Agreement-Natural Resource Trustee Council	Transfer/Update	12/31/2016	DOE, DOI, USDA, New Mexico, Pueblo de San Ildefonso	
Memorandum of Agreement regarding management of the Rendija Canyon Traditional Cultural Properties District	Transfer/Update	12/31/2016	DOE, NNSA (LASO), Los Alamos County, New Mexico SHPO	
Memorandum of Agreement for funding to conduct regulatory activities at Los Alamos National Laboratory	Transfer/Update	12/31/2016	DOE, NMED	
Supplemental Fee Agreement with NMED-HWB	Transfer/Update	12/31/2016	NMED-HWB, DOE	

MOU/MOA/Agreement				
Requirements	Transfer Methods	Anticipated Date	Parties	Completion Date
<p>Memorandum of Agreement between the U.S. Department of Energy/National Nuclear Security Administration and the Pueblo de San Ildefonso and the three associated protocols</p> <p>The Contractor shall comply with the provisions of the MOA and Protocols in the execution of the EM work scope, specifically for access to Pueblo lands, for protecting Pueblo information through review and release of data and reports, and for addressing cultural sites and remains.</p>	Update			

**Note: All actions identified are DOE actions.**

### **EXHIBIT C-3 – LANS’ BUSINESS SYSTEMS, PLANS AND PROGRAMS (Mandatory and Optional Site Services)**

1. The following work-related site services and programs developed under National Nuclear Security Administration Contract No. DE-AC52-06NA25396, for the Management and Operating Contract for the Los Alamos National Laboratory (the “M&O Contract”) shall be utilized by the Los Alamos Legacy Cleanup Bridge Contractor LA-LCB) in the execution of their work:
  - a. Shipping certificate granted by the DOE Nevada National Security Site (NNSS) in order to dispose of non-TRU waste at NNSS that the NNSA M&O Contractor shall maintain throughout the LA-LCB contract term
  - b. LANL Ten-Year Site Plan development process to ensure changes in the EM facilities and structures are updated as necessary to reflect EM work scope progress.
  - c. Laboratory Operations Board Assessment
  - d. Sample Management Office (SMO) for the planning, limited analyses, sample packaging and shipment for groundwater, surface water, soil, and debris sampling associated with EM work scope. This shall include what is referred to as Sample and Analysis Management (SAM) Core Services.
  - e. Training programs, resources, and facilities to maintain the qualifications of personnel assigned to EM work scope.
  - f. Chemical Management Services,
  - g. Hoisting and Rigging program and manual,
  - h. Welding Qualification Program,
  - i. Weld Test Lab,
  - j. Calibration Services
  - k. Water and electricity services.
  
2. The following business systems, plans and programs developed under National Nuclear Security Administration Contract No. DE-AC52-06NA25396, for the Management and Operating Contract for the Los Alamos National Laboratory (the “M&O Contract”) have been reviewed by DOE and are deemed to satisfy Contractor’s business system, plan and program obligations of this Bridge Contract:
  - a. Contractor Purchasing System
  - b. Small Business Plan
  - c. Property Management System
  - d. Legal Management Plan

- e. Quality Assurance Plan
  - f. Project Management (Earned Value Management System)
  - g. Insurance Program
  - h. Ethics & Audit, Conflict of Interest Plans
  - i. Financial Management System
  - j. Disbursements System (Part of Financial Management System)
  - k. Safeguards and Security Program including badge office, personnel security, operation security, physical security and information security oversight
  - l. Integrated Safety Management System
  - m. Environmental Management System
  - n. Occupational Medicine Program which includes Employee Concerns Program
  - o. Emergency Management Program including Continuity of Operations
  - p. Radiation Protection Program
  - q. Nuclear Safety Material Control & Accountability Program
  - r. Criticality Safety Program
  - s. Laboratory Operations Board Assessment
  - t. Records Management Program
  - u. Technology Transfer
  - v. Maintenance Management Implementation Plan
  - w. Information Technology Management Framework
  - x. Non Compliance Tracking System
  - y. Site Sustainability Program, including pollution prevention, recycling, energy conservation
  - z. Human Resources
  - aa. Estimating
  - bb. Accounting
  - cc. Nuclear Safety
3. The following is a nonexclusive list of Bridge Contract business systems, plans and program clauses which are deemed to be satisfied by Contractor's compliance with the above M&O Contract business systems, plans and programs:
- a. H Clauses
    - 1) H.03 DOE-H-2057 Department of Labor Wage Determinations (OCT 2014)
    - 2) H.07 Release of Information
    - 3) H.08 Confidentiality Of Information
    - 4) H.41 Workers Compensation
    - 5) H.43 Workforce Transition, Contractor Compensation, Benefits and Pension
    - 6) H.44 Organizational Conflict of Interest Management Plan

- 7) H.45 Addition and Alterations To Implement Executive Order 13423, Strengthening Federal Environmental, Energy And Transportation Management And Its Implementing Instructions
- 8) H.48 Earned Value Management System
- 9) H.49 Energy Employees Occupational Illness Compensation Program Act: LANS can accept EM clause if Sections G, H & I are deleted. EM considering
- 10) H.54 DOE-H-1048 Sustainable Acquisition Under DOE Service Contracts (OCT 2014)
- 11) H.61 Employee Concerns Program
- 12) H.62 Quality Assurance System
- 13) H.63 FAR 52.222-41 Service Contract Labor Standards (May 2014)
- 14) H.66 Litigation Management and Support
- 15) H.69 Prohibition of Contracts with Persons Falsely Labeling Products As Made In America
- 16) H.79 DOE H-2073 Risk Management and Insurance Programs (DEC 2014)

b. I Clauses

- 1) I.10 FAR 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- 2) I.18 FAR 52.204-14 Service Contract Act Reporting Requirements (JAN 2014)
- 3) I.19 FAR 52.208-8 Required Sources for Helium and Helium Usage Data (APR 2002)
- 4) I.23 FAR 52.210-1 Market Research (Apr 2011)
- 5) I.34 FAR 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 6) I.43 FAR 52.222-3 Convict Labor (JUN 2003)
- 7) I.44 FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)
- 8) I.48 FAR 52.222-9 Apprentices and Trainees (Feb 1988)
- 9) I.63 FAR 52.222-41 Service Contract Labor Standards (May 2014)
- 10) I.182 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires
- 11) I.64 FAR 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 12) I.66 FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
- 13) I.175 FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)
- 14) I.176 FAR 52.223-11 Ozone-Depleting Substances (May 2001)
- 15) I.71 FAR 52.223-11 Ozone-Depleting Substances (May 2001)
- 16) I.73 FAR 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 17) I.74 FAR 52.223-16 Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014)
- 18) I.75 FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)

- 19) I.77 FAR 52.223-19 Compliance With Environmental Management Systems (May 2011)
- 20) I.94 FAR 52.234-4 Earned Value Management System (May 2014)
- 21) I.108 FAR 52.244-2 Subcontracts (OCT 2010)
- 22) I.111 FAR 52.245-1 Government Property (APR 2012)
- 23) I.112 FAR 52.245-9 Use and Charges (APR 2012)
- 24) I.124 DEAR 952.204-2 Security (Mar 2011)
- 25) I.135 DEAR 952.223-72 Radiation Protection and Nuclear Criticality (Apr 1984)
- 26) I.138 DEAR 952.223-78 Sustainable Acquisition Program (OCT 2010)
- 27) I.141 DEAR 952.231-71 Insurance Litigation and Claims (Jul 2013)
- 28) I.148 DEAR 970.5223-3 Agreement Regarding Workplace Substance Abuse Programs  
At DOE Facilities (DEC 2010)
- 29) I.149 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (Dec 2000)
- 30) I.150 DEAR 970.5223-6 Executive Order 13423, Strengthening Federal Environmental,  
Energy, and Transportation Management (Oct 2010)
- 31) I.181 DEAR 970.5244-1 Contracting Purchasing Systems ( Jan 2013)
- 32) I.180 DEAR 970.5204-3 Access To and Ownership of records (Oct 2014)

**EXHIBIT C-4 – LIST OF EM BUILDINGS AND STRUCTURES**

Program Office	Site Name	Property ID	Property Name	Sq. Ft.	Transfer Y/N/ or ?	Notes	Proposed Date for Transfer
NNSA	Los Alamos National Laboratory	00-1237	PUEBLO SCHOOL	50,134	Y	Lease available to transfer	
NNSA	Los Alamos National Laboratory	90-0001	E-DIVISION CARLSBAD OFFICE	7,880	Y	Lease available to transfer	
NNSA	Los Alamos National Laboratory	90-0002	CARLSBAD WAREHOUSE 2	6,480	Y	Lease available to transfer	
NNSA	Los Alamos National Laboratory	03-0142	WAREHOUSE		N	Only partial occupancy by EM; Used by LANL Utilities for facility craft support.	
<b>TA-21 is planned for site remediation by EM prior to transfer to Los Alamos County as appropriate.</b>							
NNSA	Los Alamos National Laboratory	21-0107	UNDERGROUND ACID TANK		Y		
NNSA	Los Alamos National Laboratory	21-0108	UNDERGROUND ACID TANK		Y		
NNSA	Los Alamos National Laboratory	21-0227	Z SEWAGE TRTMNT PLANT C112749	426	Y		
NNSA	Los Alamos National Laboratory	21-0229	Z CONTROL BLDG C112747	192	Y		
	<b>added to list</b>	21-0230	Z RELAY BLDG C112383	640	Y	Part of TA-21 Sewage Treatment	
NNSA	Los Alamos National Laboratory	21-0257	RAD LIQ WSTE DISPO	4,227	Y		
NNSA	Los Alamos National Laboratory	21-0286	WAREHOUSE	3,578	Y		
NNSA	Los Alamos National Laboratory	21-0503	UNDERGROUND TANK		Y		
NNSA	Los Alamos National Laboratory	21-0504	UNDERGROUND TANK		Y		
NNSA	Los Alamos National Laboratory	21-2429	FENCING		Y		
NNSA	Los Alamos National Laboratory	21-8000	TRAILER PO 9288Z	1,440	Y		

NNSA	Los Alamos National Laboratory	21-8129	PIPING (POTABLE WATER)		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8141	PIPING (FIRE PROTECTION WATER)		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8329	PIPING (NATURAL GAS)		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8359	OTHER GAS DISTRIBUTION SYSTEM		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8419	PIPE		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8529	PIPING, GRAVITY (SEWAGE)		Y		
NNSA	Los Alamos National Laboratory	21-8839	PIPING, SUPPLY (STEAM)		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8849	PIPING, RETURN (STEAM/CONDENSATE)		Y	Previously considered NNSA Utilities	
NNSA	Los Alamos National Laboratory	21-8939	ELECTRICAL CABLES, SECONDARY		Y (Partial only)	Ok to transfer downstream of Gang Switch 404, not including EA-4 service to LAC well pole 1115 and transformer 21-0453	
NNSA	Los Alamos National Laboratory	21-8961	POLES/TOWERS (ELECTRICAL DISTRIBUTION)		Y (Partial only)	Ok to transfer downstream of Gang Switch 404, not including EA-4 service to LAC well pole 1115 and transformer 21-0453	
NNSA	Los Alamos National Laboratory	21-8989	DISTRIBUTION TRANSFORMERS		Y (Partial only)	Ok to transfer downstream of Gang Switch 404, not including EA-4 service to LAC well pole 1115 and transformer 21-0453	
NNSA	Los Alamos National Laboratory	21-9000	TRAILER	1,420	Y	Lease available to transfer	
NNSA	Los Alamos National Laboratory	21-9001	TRAILER	1,420	Y	Lease available to transfer	
NNSA	Los Alamos National Laboratory	21-9003	TRAILER	1,420	Y	Lease available to transfer	
				<b>14,763</b>			

Program Office	Site Name	Property ID	Property Name	Sq. Ft.	Transfer Y/N/ or ?	Notes	Proposed Date for Transfer
<b>DEPENDENT ON SCOPE DEFINITION OF CONTRACT: TA-50 operations are necessary for ongoing NNSA missions. Once replacement facilities are constructed, some structures may be transferred to EM for disposition.</b>							
NNSA	Los Alamos National Laboratory	50-0001	RAD LIQUID TREATMENT		N		
NNSA	Los Alamos National Laboratory	50-0002	INDUST WASTE STAT TA50-2		N		
NNSA	Los Alamos National Laboratory	50-0037	ARTIC		N	Supports TA-55 operations	
NNSA	Los Alamos National Laboratory	50-0042	TANK (CO2-WATER)		N		
NNSA	Los Alamos National Laboratory	50-0047	TRAILER SLAB		N		
NNSA	Los Alamos National Laboratory	50-0050	BLOWER PAD		N		
NNSA	Los Alamos National Laboratory	50-0051	STACK FOUNDATION		N		
NNSA	Los Alamos National Laboratory	50-0054	MACHINE SHOP		N	Supports TA-55 operations	
NNSA	Los Alamos National Laboratory	50-0069	SIZE REDUCTION FACILITY	3,749	Y	WCRR	
NNSA	Los Alamos National Laboratory	50-0084	TRANSPORTABLE	1,642	Y	Associated with WCRR	
NNSA	Los Alamos National Laboratory	50-0184	LAICS BLDG		N	LANL Telephone system	
NNSA	Los Alamos National Laboratory	50-0188	EMERGENCY GENERATOR BLDG		N		
NNSA	Los Alamos National Laboratory	50-0196	TRAILER PO 8519K	714	Y	Associated with WCRR	
NNSA	Los Alamos National Laboratory	50-0201	MORGAN SHED		N		
NNSA	Los Alamos National Laboratory	50-0211	ELECTRICAL SUBSTATION		N		
NNSA	Los Alamos National Laboratory	50-0220	PERMEABLE REACTIVE BARRIER		N		
NNSA	Los Alamos National Laboratory	50-0248	TANK FARM BLDG		N		
NNSA	Los Alamos National Laboratory	50-0250	INFLUENT TANK/PUMP HOUSE		N		

NNSA	Los Alamos National Laboratory	50-2429	FENCING		N	
NNSA	Los Alamos National Laboratory	50-8129	PIPING (POTABLE WATER)		N	
NNSA	Los Alamos National Laboratory	50-8141	PIPING (FIRE PROTECTION WATER)		N	
NNSA	Los Alamos National Laboratory	50-8329	PIPING (NATURAL GAS)		N	
NNSA	Los Alamos National Laboratory	50-8359	OTHER GAS DISTRIBUTION SYSTEM		N	
NNSA	Los Alamos National Laboratory	50-8441	PIPING (HAZARDOUS, CONTAMINATED)		N	
NNSA	Los Alamos National Laboratory	50-8529	PIPING, GRAVITY (SEWAGE)		N	
NNSA	Los Alamos National Laboratory	50-8549	PIPING, PRESSURE (SEWAGE)		N	
NNSA	Los Alamos National Laboratory	50-8561	LIFT STATIONS (SEWAGE)		N	
NNSA	Los Alamos National Laboratory	50-8929	ELECTRICAL CABLES, PRIMARY		N	
NNSA	Los Alamos National Laboratory	50-8939	ELECTRICAL CABLES, SECONDARY		N	
NNSA	Los Alamos National Laboratory	50-8989	DISTRIBUTION TRANSFORMERS		N	
NNSA	Los Alamos National Laboratory	50-9001	TRAILER		N	Leased CMRR construction trailer
NNSA	Los Alamos National Laboratory	50-9002	CONSTRUCTION TRLR 16-PLEX		N	Leased CMRR construction trailer
<b>6,105</b>						

Program Office	Site Name	Property ID	Property Name	Sq. Ft.	Transfer Y/N/ or ?	Notes	Proposed Date for Transfer
<b>DEPENDENT ON SCOPE DEFINITION OF CONTRACT: TA-54 - the majority of the site is planned for EM site remediation. However some portions of the west end of the technical area is associated with ongoing operations in support of NNSA missions.</b>							
NNSA	Los Alamos National Laboratory	54-0002	LAB SUPPORT FAC AREA G	1,617	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0008	CONTAMINATED DRUM STRG	651	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0011	STORAGE BLDG	1,136	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0020	EQUIPMENT SHELTER BLDG	680	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0033	TRU-WASTE DRUM PREP	8,325	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0037	TRAILER - OFFICE	547	Y		
NNSA	Los Alamos National Laboratory	54-0038	TRU-WASTE NDA/NDE		N	Ongoing NNSA Operations	
NNSA	Los Alamos National Laboratory	54-0039	PCB WASTE STORAGE FAC	1,618	Y		
NNSA	Los Alamos National Laboratory	54-0048	TENSION SUPPORT DOME	12,614	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0049	TENSION SUPPORT DOME	25,041	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0051	TRAILER	722	Y		
NNSA	Los Alamos National Laboratory	54-0055	MODIFIED MORGAN SHED	288	Y		
NNSA	Los Alamos National Laboratory	54-0060	TRAILER	672	Y		
NNSA	Los Alamos National Laboratory	54-0062	CANOPY		Y		
NNSA	Los Alamos National Laboratory	54-0083	PASSAGEWAY	90	Y		
NNSA	Los Alamos National Laboratory	54-0084	PASSAGEWAY	62	Y		
NNSA	Los Alamos National Laboratory	54-0088	TOWER METEOROLOGICAL		?		
NNSA	Los Alamos National Laboratory	54-0153	TENSION SUPPORT DOME	18,610	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0156	MODIFIED MORGAN SHED	192	Y	Currently part of EM Baseline	
NNSA	Los Alamos National	54-0215	TENSION SUPPORT DOME	15,181	Y	Currently part of EM Baseline	

	Laboratory						
NNSA	Los Alamos National Laboratory	54-0224	TENSION SUPPORT DOME	5,829	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0229	TENSION SUPPORT DOME	20,498	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0230	TENSION SUPPORT DOME	19,695	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0231	TENSION SUPPORT DOME	21,363	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0232	TENSION SUPPORT DOME	19,679	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0242	TRAILER	510	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0245	DOUBLEWIDE TRAILER PO 8519K	1,434	Y		
NNSA	Los Alamos National Laboratory	54-0246	DOUBLEWIDE TRAILER PO 8519K	1,420	Y		
NNSA	Los Alamos National Laboratory	54-0247	DOUBLEWIDE TRAILER PO 8519K	1,439	Y		
NNSA	Los Alamos National Laboratory	54-0282	TENSION SUPPORT DOME	7,245	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0283	TENSION SUPPORT DOME	14,439	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0289	UTILITY BUILDING	240	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0304	HVAC EQUIP BLDG	104	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0306	TRAILER	355	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0315	CONTROL BLDG	734	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0324	TRAILER	458	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0325	TRAILER	997	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0327	BACKFLOW PREVENTOR BUILDING		N	Water system	
NNSA	Los Alamos National Laboratory	54-0367	TRANSPORTABLE	702	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0375	TENSION SUPPORT DOME	30,150	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0412	DECON & VOLUME REDUCTION SYS BLDG	13,284	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-0424	TRAILER	125	Y		
NNSA	Los Alamos National Laboratory	54-0483	MODIFIED TRANSPORTAINER	160	Y	Currently part of EM Baseline	

NNSA	Los Alamos National Laboratory	54-0532	TRANSPORTABLE	1,410	Y		
NNSA	Los Alamos National Laboratory	54-0533	TRANSPORTABLE	3,550	Y		
NNSA	Los Alamos National Laboratory	54-0543	CONCRETE PAD		Y		
NNSA	Los Alamos National Laboratory	54-0577	HE-RTR BLDG	1,590	Y		
NNSA	Los Alamos National Laboratory	54-0578	HE-RTR CONTROL BLDG	246	Y		
NNSA	Los Alamos National Laboratory	54-0580	CANOPY		Y		
NNSA	Los Alamos National Laboratory	54-1001	BIO RESEARCH BLDG		N	NA - West of Rex Drive	
NNSA	Los Alamos National Laboratory	54-1002	LIFT BLDG		N	NA - West of Rex Drive	
NNSA	Los Alamos National Laboratory	54-1003	CONTROL BLDG		N	NA - West of Rex Drive	
NNSA	Los Alamos National Laboratory	54-1004	STORAGE BLDG		N	Institutional D&D in FY15	
NNSA	Los Alamos National Laboratory	54-1005	TRAILER PO Z9400		N	NA - West of Rex Drive	
NNSA	Los Alamos National Laboratory	54-1009	CHEMISTRY LAB		N	Institutional D&D in FY15	
NNSA	Los Alamos National Laboratory	54-1014	TRAILER PO F2111		N	Ongoing NNSA Operations	
NNSA	Los Alamos National Laboratory	54-1058	TRAILER	360	Y	Currently part of EM Baseline	
NNSA	Los Alamos National Laboratory	54-2429	FENCING		?		
NNSA	Los Alamos National Laboratory	54-8129	PIPING (POTABLE WATER)		N with exceptions	Transfer water system inside Area G downstream of isolation valve and cross connection to the LAC transmission system.	
NNSA	Los Alamos National Laboratory	54-8141	PIPING (FIRE PROTECTION WATER)		N with exceptions	Transfer water system inside Area G downstream of isolation valve and cross connection to the LAC transmission system.	
NNSA	Los Alamos National Laboratory	54-8329	PIPING (NATURAL GAS)		N		
NNSA	Los Alamos National Laboratory	54-8359	OTHER GAS DISTRIBUTION SYSTEM		N		
NNSA	Los Alamos National Laboratory	54-8529	PIPING, GRAVITY (SEWAGE)		N		
NNSA	Los Alamos National Laboratory	54-8549	PIPING, PRESSURE (SEWAGE)		N		
NNSA	Los Alamos National	54-8561	LIFT STATIONS (SEWAGE)		N		

	Laboratory					
NNSA	Los Alamos National Laboratory	54-8929	ELECTRICAL CABLES, PRIMARY		N	
NNSA	Los Alamos National Laboratory	54-8939	ELECTRICAL CABLES, SECONDARY		N	
NNSA	Los Alamos National Laboratory	54-8961	POLES/TOWERS (ELECTRICAL DISTRIBUTION)		N	
NNSA	Los Alamos National Laboratory	54-8989	DISTRIBUTION TRANSFORMERS		N	
NNSA	Los Alamos National Laboratory	54-9500	TRANSPORTABLE (Doublewide)	1,440	Y	Lease available to transfer
				<b>256,062</b>		
NNSA	Los Alamos National Laboratory	63-0121	OFFICE BUILDING (8,220 sq. ft.)		N	Planned for NNSA mission support
<b>Not previously on the list but should be</b>						
	<b>added to list</b>	46-0326	TECHNICAL SUPPORT FACILITY	6,501	Y	
	<b>added to list</b>	46-0577	Trailer	3,550	Y	Lease available to transfer
	<b>added to list</b>	46-0578	Trailer	4,260	Y	Lease available to transfer
				<b>14,311</b>		
<b>Other Non-Real Property Structures that need to be considered for EM responsibility</b>						
<b>TA-21 planned for site remediation prior to transfer to Los Alamos County as appropriate.</b>						
	21-0089	MANHOLE STATION (INDUSTRI			Y	
	21-0334	UTILITY SHED			Y	
	21-0387	MORGAN SHED			Y	Part of TA-21 Sewage Treatment
	21-0462	TRANSPORTAINER			Y	
	21-1023	TRANSPORTAINER			Y	MSS-DO
	21-1024	TRANSPORTAINER			Y	NEN-1
	21-1026	TRANSPORTAINER			Y	NEN-1
	21-1027	TRANSPORTAINER			Y	MSS-DO
<b>DEPENDENT ON SCOPE DEFINITION OF CONTRACT: TA-50 operations are necessary for ongoing NNSA missions. Once replacement facilities are constructed, some structures may be transferred to EM for disposition.</b>						
	50-0075	MODIFIED TRANSPORTAINER			Y	C-CDE; Associated with WCRR
	50-0105	MORGAN SHED			N	MSS-DO
	50-0106	MORGAN SHED			N	MSS-DO
	50-0107	MORGAN SHED			N	MSS-DO
	50-0114	HAZ WASTE STORAGE			N	MSS-DO

50-0117	MORGAN SHED		N	MSS-DO
50-0118	MORGAN SHED		N	MSS-DO
50-0119	MORGAN SHED		N	MSS-DO
50-0135	MORGAN SHED		N	MSS-DO
50-0148	SAFETY STRG TRANSPORTAINE		N	MSS-DO
50-0160	MORGAN SHED		N	MSS-DO
50-0187	TRANSPORTAINER		N	PF-DO
50-0189	MORGAN SHED		N	MSS-DO
50-0193	TRANSPORTAINER		N	LTP-SSS
50-0194	TRANSPORTAINER		Y	WS-DO; Associated with WCRR
50-0195	TRANSPORTAINER		N	LTP-SSS
50-0208	TRANSPORTAINER		N	MSS-DO
50-0209	TRANSPORTAINER		N	MSS-DO
50-0210	TRANSPORTAINER		N	MSS-DO
50-0212	MORGAN SHED		N	MSS-DO
50-0258	SHED		N	OI-PO
50-0323	SHED		N	OI-PO
50-0324	SHED		N	ADEP
<b>DEPENDENT ON SCOPE DEFINITION OF CONTRACT: TA-54 - the majority of the site is planned for EM site remediation. However some portions of the west end of the technical area is associated with ongoing operations in support of NNSA missions.</b>				
54-0025	PARKLINE METAL SHED		Y	MSS-DO
54-0031	MORGAN TYPE SHED		Y	MSS-DO
54-0033	TRU-WASTE DRUM PREP		Y	MSS-DO
54-0046	MORGAN SHED		Y	
54-0050	MORGAN SHED		Y	MSS-DO
54-0055	MODIFIED MORGAN SHED		Y	MSS-DO
54-0068	TRANSPORTAINER		Y	MSS-DO
54-0069	SAFETY STORAGE SHED		Y	MSS-DO
54-0070	TRANSPORTAINER		Y	MSS-DO
54-0082	METAL SHED		Y	MSS-DO
54-0092	HAZARD STORAGE SHED		Y	MSS-DO
54-0094	TRANSIT BLDG		Y	MSS-DO
54-0111	METAL SHED		Y	MSS-DO
54-0144	METAL STORAGE SHED		Y	MSS-DO
54-0145	METAL STORAGE SHED		Y	MSS-DO
54-0146	METAL STORAGE SHED		Y	MSS-DO
54-0154	MORGAN SHED		Y	MSS-DO
54-0155	MORGAN SHED		Y	MSS-DO

54-0156	MODIFIED MORGAN SHED		Y	MSS-DO
54-0157	MORGAN SHED		Y	MSS-DO
54-0169	MORGAN SHED		Y	WSR-OFF
54-0174	SAFETY STORAGE SHED		Y	MSS-DO
54-0175	SAFETY STORAGE SHED		Y	MSS-DO
54-0176	SAFETY STORAGE SHED		Y	MSS-DO
54-0177	METAL STORAGE SHED		Y	MSS-DO
54-0186	TRANSPORTAINER		Y	MSS-DO
54-0212	SAFETY STORAGE SHED		Y	MSS-DO
54-0218	SEMI-TRAILER		Y	MSS-DO
54-0223	SEMI-TRAILER		Y	WS-DO
54-0239	SEMI-TRAILER		Y	MSS-DO
54-0249	TRANSPORTAINER		Y	ENV-EAQ
54-0273	MORGAN SHED		Y	MSS-DO
54-0274	TRANSPORTAINER		Y	ENV-DO
54-0275	MUSTER STATION		Y	MSS-DO
54-0276	SHED		Y	MSS-DO
54-0295	SHED		Y	MSS-DO
54-0321	WOOD SHED		Y	MSS-DO
54-0323	METAL SHED		Y	MSS-DO
54-0326	SEMI-TRAILER		Y	MSS-DO
54-0353	MORGAN SHED		Y	MSS-DO
54-0356	TRANSPORTAINER		Y	MSS-DO
54-0357	ROVER SEMI-TRAILER		N	WS-DO; ongoing NNSA operations
54-0358	MODIFIED TRANSPORTAINER		Y	MSS-DO
54-0359	MODIFIED TRANSPORTAINER		Y	MSS-DO
54-0362	ROVER SEMI-TRAILER		Y	WS-DO; holds the RTR-1 capability
54-0364	SHED		Y	MSS-DO
54-0365	ROVER SEMI-TRAILER		Y	WS-DO
54-0366	TRANSPORTAINER		Y	MSS-DO
54-0370	CHEM-STOR SHED		Y	MSS-DO
54-0371	MODIFIED MORGAN SHED		Y	MSS-DO
54-0372	MODIFIED MORGAN SHED		Y	MSS-DO
54-0373	CHEM-STOR SHED		Y	MSS-DO
54-0377	TRANSPORTAINER		Y	MSS-DO
54-0378	TRANSPORTAINER		Y	MSS-DO
54-0379	TRANSPORTAINER		Y	MSS-DO
54-0380	TRANSPORTAINER		Y	MSS-DO
54-0381	TRANSPORTAINER		Y	MSS-DO
54-0382	TRANSPORTAINER		Y	MSS-DO
54-0383	TRANSPORTAINER		Y	MSS-DO

54-0384	TRANSPORTAINER		Y	MSS-DO
54-0385	TRANSPORTAINER		Y	MSS-DO
54-0386	TRANSPORTAINER		Y	MSS-DO
54-0387	TRANSPORTAINER		Y	MSS-DO
54-0388	TRANSPORTAINER		Y	MSS-DO
54-0389	TRANSPORTAINER		Y	MSS-DO
54-0390	TRANSPORTAINER		Y	MSS-DO
54-0391	TRANSPORTAINER		Y	MSS-DO
54-0392	TRANSPORTAINER		Y	MSS-DO
54-0393	TRANSPORTAINER		Y	MSS-DO
54-0394	TRANSPORTAINER		Y	MSS-DO
54-0395	TRANSPORTAINER		Y	MSS-DO
54-0396	TRANSPORTAINER		Y	MSS-DO
54-0397	TRANSPORTAINER		Y	MSS-DO
54-0398	TRANSPORTAINER		Y	MSS-DO
54-0399	TRANSPORTAINER		Y	MSS-DO
54-0400	TRANSPORTAINER		Y	MSS-DO
54-0401	TRANSPORTAINER		Y	MSS-DO
54-0402	TRANSPORTAINER		Y	MSS-DO
54-0419	SEMI-TRAILER		Y	MSS-DO
54-0421	TRANSPORTAINER		Y	LTP-SSS
54-0427	TRANSPORTAINER		Y	MSS-DO
54-0428	TRANSPORTAINER		Y	MSS-DO
54-0429	TRANSPORTAINER		Y	MSS-DO
54-0438	MODIFIED TRANSPORTAINER		Y	WS-DO
54-0440	TRANSPORTAINER		Y	MSS-DO
54-0441	TRANSPORTAINER		Y	MSS-DO
54-0442	TRANSPORTAINER		Y	MSS-DO
54-0443	TRANSPORTAINER		Y	MSS-DO
54-0444	TRANSPORTAINER		Y	MSS-DO
54-0445	TRANSPORTAINER		Y	MSS-DO
54-0446	TRANSPORTAINER		Y	MSS-DO
54-0447	TRANSPORTAINER		Y	MSS-DO
54-0448	TRANSPORTAINER		Y	MSS-DO
54-0449	TRANSPORTAINER		Y	MSS-DO
54-0450	TRANSPORTAINER		Y	MSS-DO
54-0454	TRANSPORTAINER		Y	MSS-DO
54-0457	TRANSPORTAINER		Y	MSS-DO
54-0458	TRANSPORTAINER		Y	MSS-DO
54-0459	TRANSPORTAINER		Y	MSS-DO
54-0460	GUARD STATION		Y	MSS-DO

54-0465	TRANSPORTAINER		Y	MSS-DO	
54-0466	TRANSPORTAINER		Y	MSS-DO	
54-0467	TRANSPORTAINER		Y	MSS-DO	
54-0476	TRANSPORTAINER		Y	MSS-DO	
54-0477	TRANSPORTAINER		Y	MSS-DO	
54-0478	TRANSPORTAINER		Y	MSS-DO	
54-0479	TRANSPORTAINER		Y	MSS-DO	
54-0480	MORGAN SHED		Y	ISR-2	
54-0481	TRANSPORTAINER		Y	MSS-DO	
54-0483	MODIFIED TRANSPORTAINER		Y	WS-DO	
54-0484	TRANSPORTAINER		Y	MSS-DO	
54-0486	MODIFIED TRANSPORTAINER		Y	WS-DO	
54-0487	TRANSPORTAINER		Y	MSS-DO	
54-0488	TRANSPORTAINER		Y	MSS-DO	
54-0489	TRANSPORTAINER		Y	MSS-DO	
54-0490	TRANSPORTAINER		Y	MSS-DO	
54-0491	MODIFIED TRANSPORTAINER		Y	MSS-DO	
54-0492	TRANSPORTAINER		Y	MSS-DO	
54-0497	SEMI-TRAILER		Y	WS-DO	
54-0498	SEMI-TRAILER		Y	WS-DO; holds the HENC-2 capability	
54-0499	TRANSPORTAINER		Y	MSS-DO	
54-0501	3 SIDED STORAGE BLDG		Y	MSS-DO	
54-0506	SEMI-TRAILER		Y	USER	
54-0522	TRANSPORTAINER		Y	WS-DO	
54-0523	TRANSPORTAINER		Y	WS-DO	
54-0527	WELLS CARGO TRAILER		Y	MSS-DO	
54-0541	TRANSPORTAINER		Y	MSS-DO	
54-0544	TRANSPORTAINER		Y	WS-DO	
54-0545	TRANSPORTAINER		Y	LTP-SSS	
54-0546	TRANSPORTAINER		Y	LTP-SSS	
54-0547	SEMI-TRAILER		Y		
54-0548	TRANSPORTAINER		Y	LTP-SSS	
54-0562	MODIFIED TRANSPORTAINER		Y	MSS-EWMFO	
54-0571	TRANSPORTAINER		Y	MSS-DO	
54-0572	TRANSPORTAINER		Y	MSS-DO	
54-0573	TRANSPORTAINER		Y	MSS-DO	
54-0574	TRANSPORTAINER		Y	EWMO-TRU	
54-1024	CHEM STOR-PAK SHED		N	C-CDE; ongoing NNSA operations	
54-1025	CHEM STOR-PAK SHED		N	C-CDE; ongoing NNSA operations	
54-1027	MIXED WASTE STORAGE SHED		Y	MSS-DO	
54-1028	MIXED WASTE STORAGE SHED		Y	MSS-DO	

54-1030	MIXED WASTE STORAGE SHED		Y	MSS-DO	
54-1041	MIXED WASTE STORAGE SHED		Y	MSS-DO	
54-1053	CHEM SHED		Y	MSS-DO	
54-1054	CHEM SHED		Y	MSS-DO	
54-1059	TRANSPORTAINER		Y	WS-TWPS	
54-1491	SHED		Y		

**EXHIBIT C-5 – RESERVED**

**EXHIBIT C-6      RESERVED**

## EXHIBIT C-7 – GOVERNMENT FURNISHED SERVICES/ITEMS

Transport containers for TRU provided by WIPP (C.5.1.07)

Transportation of Transuranic wastes from LANL to WIPP (C.5.1.07)

CBFO approved WIPP Shipping Baseline schedule

WCATS system provided as GFIS, managed and operated locally by the NNSA M&O, utilized by LANS for both NNSA M&O and LCBC EM waste activities

The following EM-LA and DOE document review times are considered GFS/I:

Document Category	Days for Review or Completion
Groundwater Program related plans and reports for acceptance and signature	4 days
Soil Remediation Reports, Work Plans, Corrective Measures Reports and Plans, etc. for acceptance and signature	4 days
Surface water and Storm Water related reports, plans, and IP Corrective Action Certifications for acceptance and signature	4 days
DOE Peer Review of documents (Groundwater Program related plans and reports, HIR, IWP, CME, Surface Water Performance Reports, etc.) for provision of comments	10 days
DOE review of safety basis related documents for review and comment and separately for review and approval/concurrence	20 days
Permit reviews that require acceptance signature or concurrence	10 days
DOE completion of NEPA Analysis for Chromium Project	28-Oct-15

**EXHIBIT C-8      SIGNIFICANT LCBC CONTRACTOR PROPERTY**

Diamond cutting tool that supports MR&R program activities (CVD disposition) and was purchased jointly by NNSA (70%) and EM (30%).

Radiologically contaminated excavators used at TA-21. Paid for entirely with EM funding.

## **EXHIBIT C-9 ENVIRONMENTAL REGULATORY STRUCTURE AND INTERFACE PROTOCOL FOR THE LCBC CONTRACTOR**

### **Regulatory Structure**

The EMLA Field Office is the regulatory lead for all activities related to the Consent Order, the Individual Permit for Stormwater, the Transuranic waste disposition activities, and radiological regulatory authority for cleanup activities. The LCBC Contractor shall propose strategies and solutions to the EMLA Field Office personnel for concurrence or approval, as dictated in COR direction. Changes in previously accepted strategies must be brought back to the EMLA Field Office for approval.

### **Protocol for Interfaces with NMED Regulatory Bureaus**

The LCBC Contractor should make every attempt to have a representative of the EMLA Field Office with them when contacting NMED personnel by telephone and in person. With EMLA Field Office direction, LCBC Contractor personnel can talk to and meet with NMED staff. When meeting with NMED Bureau Chiefs and above, the LCBC Contractor shall ensure an EMLA field Office Representative can attend. Telephone calls and meetings shall be documented in an email (minimum) or communications record provided to EMLA Field Office within one week.

### **Protocol for Interfaces with U.S. Environmental Protection Agency**

The LCBC Contractor should make every attempt to have a representative of the EMLA Field Office with them when contacting EPA personnel by telephone and in person. The EMLA Field Office authorizes LCBC Contractor personnel to talk to and meet with EPA staff without EMLA Field Office participation, as necessary. Telephone calls and meetings shall be documented in an email (minimum) or communications record provided to EMLA Field Office within one week.

### **Protocol for Interfaces with U.S. Department of Energy Headquarters Program Staff**

The LCBC Contractor shall have contact with DOE Headquarters personnel only at the direction or authorization of EMLA Field Office personnel. Information being provided for DOE HQ shall be transmitted only by EMLA Field Office personnel.

### **Protocol for Interfaces with County of Los Alamos**

The LCBC Contractor shall interface with County of Los Alamos personnel as needed to execute the assigned work and provide the support necessary under this contract. The LCBC Contractor shall notify EMLA Field Office personnel (if not also in attendance) of commitments made to the County of Los Alamos.

### EXHIBIT C-10 Registered Federal Risks

Although the DOE has accepted the following technical and programmatic risks in order to control cost pricing for the requested work scope, DOE has accepted only that portion that is large and reasonably outside of the contractor’s control. For example, NMED comments on a document that can be addressed in a page change to a report are the contractor’s responsibility, but NMED comments directing installation of a new groundwater monitoring well are DOE’s responsibility.

PBS 013-Bridge Contract Period-Technical and Programmatic Risk Values-Highest to Lowest			
RiskID	Risk Desc	Risk Value-50% Confidence Level	Risk Value-85% Confidence Level
WW-05	Sampling or other resumption activities absorb resources required to prepare for and perform remediations.	\$2,227,590.00	\$3,207,842.00
LTP-42	Changes in WIPP/WAC require WDP process modifications, additional documentation and inspections and new methods of characterization resulting in increased waste processing costs.	\$1,894,986.00	\$3,047,912.00
LTP-05	Safety Basis for WDP projects identifies additional safety concerns that require additional engineering design, restriction or modification of procedures, training, and qualification standards resulting in project schedule and cost impacts.	\$1,304,152.00	\$3,499,888.00
WV-03	Additional corrective actions are identified during assessment activities identified by the CAP resulting in project cost and schedule impacts.	\$1,261,373.00	\$1,461,136.00
WW-03	Either or both 412 or 231 are unavailable more than planned 30% to perform production work resulting in project cost and schedule impacts.	\$1,044,107.00	\$2,881,895.00
WW-07	Increased quality assurance and process engineering requirements require more time and resources than planned resulting in project schedule impacts.	\$874,522.00	\$2,320,119.00
WV-04	Changes are needed to institutional (LANL-wide) systems, such as USQ and safety basis that cannot be implemented in a timely fashion resulting in project schedule impacts.	\$835,903.00	\$1,461,136.00
RP-42	Delays in hiring necessary resources and subcontractors result in project schedule delays.	\$503,036.00	\$1,098,865.00
RP-19	Limited technical resources (e.g. safety basis, procedure writers, engineers, etc.) limit ability to produce and review documents in a timely manner.	\$503,027.00	\$1,098,861.00
RP-20	Limited operational resources (e.g. operators, RCTs, SOMs, etc.) limits ability to complete field work in a timely manner.	\$503,027.00	\$1,098,861.00

WS-01	Radiological release occurs during movement of waste drums or containers due to handling or container integrity resulting in stop work and Area G shutdown.	\$473,178.00	\$1,323,417.00
WT-06	Radiological release occurs during remediation of waste drums shutting down processing facility with project cost and schedule impacts.	\$473,178.00	\$1,323,417.00
RP-46	Assumed processing rates cannot be met and overtime is required to meet schedule resulting in project cost impact.	\$468,939.00	\$1,027,186.00
WW-09	CCP is unavailable to support RTR of MLLW/LLW waste containers (e.g., empty drums) for characterization.	\$195,172.00	\$554,542.00
LTP-23	Loss of key personnel impacts project performance due to loss of expertise resulting in project cost and schedule impacts.	\$187,596.00	\$514,678.00
WV-02	Modification of WCATS to reflect improved workflows and processes requires more time and resources than planned resulting in project cost and schedule impacts.	\$175,605.00	\$205,925.00
WS-02	Technical support and expertise are not sufficient to support preparation of procedures and work planning documents as needed to accomplish work scope.	\$116,702.00	\$319,287.00
RP-22	Internal review of procedures takes longer than 10 days as specified in AP-10007 resulting in project schedule impacts.	\$106,156.00	\$309,641.00
WR-02	24/7 surveillance cannot be maintained with current staff (RCT's, headspace gas samplers, chemists, container inspectors) resulting in project cost and schedule impacts.	\$15,718.00	\$41,736.00
WR-03	*OPPORTUNITY* LANS and NMED reach agreement to remove requirement for 24/7 nitrate salt surveillance.	(\$2,450,000.00)	
<b>Low Risks Not Quantified</b>			
LTP-06	The existing above ground MAR is not reduced to acceptable levels or storage space availability is not adequate to allow for scheduled activities resulting in cost and schedule impacts.	\$0.00	
LTP-08	Pathways for disposition of problematic waste are not fully identified resulting in schedule delays and additional project costs.	\$0.00	
LTP-16	LANL contracting processes prevent timely contract award and interrupt critical services provided by subcontractors.	\$0.00	
LTP-33	Personnel contamination (internal or external) results in operations shutdown and project schedule delays.	\$0.00	
LTP-35	Vendors are unable to provide materials and equipment when needed to support project schedule resulting in delays in packaging, transportation and shipping.	\$0.00	
LTP-40	*OPPORTUNITY*-Criticality safety requirement are changed to allow multiple parent to single daughter drums.	\$0.00	
LTP-41	*OPPORTUNITY*-TRUPACT III capability is established at LANL that reduces resizing and decontamination and allows for higher volume of waste resulting in fewer shipments.	\$0.00	
LTP-44	Determination is made that LANL is responsible for remediating the 114 nitrate salt drums currently stored at WCS in Andrews, Texas and drums must be remediated on-site.	\$0.00	

LTP-49	Unavailability of permitted facilities to accept LLW and MLLW from reclassified TRU results in project cost and schedule impacts.	\$0.00	
LTP-50	Empty containers are re-classified as waste containers requiring remediation that results in project cost impacts.	\$0.00	
LTP-51	Modifications to the RCRA and storm water permits result in additional project costs due to increased controls.	\$0.00	
LTP-55	A second drum breach is experienced at LANL/WIPP/WCS from the nitrate salt inventory resulting in operation shutdown and additional project costs.	\$0.00	
LTP-56	Force majeure events such as natural phenomena or government shutdown interrupt LANL operations resulting in schedule delays and additional project costs.	\$0.00	
LTP-64	LISC process delays result in delays in hiring 2nd crew for Waste Disposition projects.	\$0.00	
LTP-65	*OPPORTUNITY*-LANS is able to utilize DOE IDIQ contracting to minimize burdened costs of waste transportation and disposal.	\$0.00	
LTP-66	LANL is required to pay for additional CCP certification support to implement National TRU Program AIB corrective actions.	\$0.00	
LTP-67	LANL is required to re-remediate and/or re-certify waste already certified to go to WIPP.	\$0.00	
LTP-68	LANS EM and NNSA program offices are unable to reach cost-sharing agreement to fund CCP of on-site support in FY16/17.	\$0.00	
LTP-69	Centralized procurement program is unavailable to provide commodities and services to LANS utilizing the Z account.	\$0.00	
RP-03	Peer review of Treatability Study Plan requires significant changes resulting in schedule impacts.	\$0.00	
RP-33	A minimum staff of programmatic and FOD personnel will not be retained resulting in need for project to hire, train and qualify personnel.	\$0.00	
RP-46	Assumed processing rates cannot be met and overtime is required to meet schedule resulting in project cost impact.	\$0.00	
WQ-02	Operational and/or system engineering issues require infrastructure upgrades to remediation facilities and/or power systems resulting in project cost and schedule impacts.	\$0.00	
WQ-03	Intruder breaches security and gains access to Area G resulting in disruption of operations and shutdown of facility.	\$0.00	
WS-03	Remediation capability activities generate more waste than currently planned impacting ability to disposition in a timely manner.	\$0.00	
WS-04	STP waste cannot be dispositioned according to scheduled timeframe resulting in additional project costs.	\$0.00	
WT-01	NFT Contract is renegotiated resulting in increased project costs.	\$0.00	
WT-02	LANS or NFT choose to deactivate/remove drum venting system rather than pay for interim period of limited operations.	\$0.00	
WT-03	Radioactive material release from DVS cabinet results in operations pause and additional project costs.	\$0.00	

WT-04	Deflagration event similar to the one at WIPP results in pause in operations and additional project costs.	\$0.00	
WT-05	Minimum staffing approach results in delays and reduced facility availability to perform drum venting activities.	\$0.00	
WT-07	Either or both 412 or 231 are unavailable more than planned 30% to perform production work resulting in project cost and schedule impacts.	\$0.00	
WU-01	LANS is required to ship/receive TRU shipments during FY16, FY17 or the beginning of FY18 prior to demonstration of readiness.	\$0.00	
WV-01	Corrective Action Plan must be revised to modify or add additional corrective actions during peer, management and customer review.	\$0.00	
WV-03	Additional corrective actions are identified during assessment activities identified by the CAP resulting in project cost and schedule impacts.	\$0.00	
WV-05	Appropriate subject matter experts are unavailable to fulfill requirements of Corrective Action Plan.	\$0.00	
WW-01	CCP is unable to certify Bolas Grande for shipment to WIPP in Ten Drum Over Pack ( TDOP).	\$0.00	
WW-02	Sufficient feedstock cannot be identified within current population to feed production lines and meet production goals.	\$0.00	
WW-04	RCRA permitting is required prior to performing liquid absorptions resulting in project schedule delays.	\$0.00	
WW-06	CCP support is unavailable to identify feedstock for remediation lines (e.g., RTR, HE-RTR).	\$0.00	
WW-08	Single crews for remediation work result in delay in processing due to inability to meet minimum staffing requirements on a daily basis.	\$0.00	
BF-58	Uncertainty with NEPA approval results in subcontractor unavailability due to project's inability to provide definite work start date.	\$3,019,414.00	\$6,327,598.00
BF-38	Limited access due to site constraints (cultural, topographic) require more than two wells to be angle drilled resulting in additional project costs and schedule delays.	\$2,691,841.00	\$3,323,145.00
BD-32	Unforeseen drilling conditions based on geological formations cause abandonment, relocation and restart of well drilling impacting project cost and schedule.	\$1,640,384.00	\$3,450,862.00
BF-31	There is no approved method for dispositioning treated water other than land application resulting in pump and treat limitations.	\$1,631,470.00	\$2,249,942.00
ERP-014	Additional staffing and resources from support organizations will be required to complete project scope resulting in unplanned project costs.	\$1,237,738.00	\$2,024,139.00
BF-07	NMED does not agree with proposed well locations resulting in need for extensive grading, more piping, and additional equipment to support drilling operations and treatment system installation.	\$1,228,585.00	\$1,836,635.00
BF-17	Extreme weather events beyond that planned in the schedule, cause drilling operations shutdown and/or equipment damage resulting in additional project costs. (Example weather events include but are not limited to, fire evacuations, 100 year storm events,	\$1,219,040.00	\$2,599,187.00

BA-02	Well monitoring and/or sampling equipment fails requiring repair or potential well replacement resulting in impacts to scope, schedule and cost.	\$1,030,552.00	\$2,236,699.00
BA-09	Extreme weather events beyond that planned in the schedule, result in well damage that requires well maintenance or replacement and results in schedule delays.(Example weather events include but are not limited to, fire evacuations, 100 year storm events,	\$966,394.00	\$2,591,611.00
BA-07	Representative groundwater samples cannot be obtained due to hydrocarbons being introduced into the aquifer during drilling resulting in impacts to project cost and schedule.	\$540,181.00	\$1,037,931.00
BF-04	Chromium campaign well monitoring equipment fails requiring repair or potential well replacement resulting in unplanned project costs.	\$540,181.00	\$1,037,931.00
BA-06	Representative samples cannot be collected without additional unplanned well maintenance or rehabilitation resulting in schedule delays and additional project costs not planned in the baseline.	\$472,908.00	\$1,037,931.00
CR-08	After public comment, EPA disagrees with LANL Alternative Compliance submittals resulting in schedule impacts and additional costs for implementation and permit compliance.	\$404,089.00	\$547,584.00
CR-05	Sites with significant urban run-on exceed Target Action Levels (TALs) and require additional controls and monitoring resulting in additional project costs.	\$394,098.00	\$526,595.00
BD-43	Subcontractor encounters unanticipated field conditions resulting in schedule delays and subcontractor Requests for Equitable Adjustment (REAs).	\$394,007.00	\$1,609,243.00
CR-01	Compliance requirements for ecological and/or archaeological resource conditions prevent ability to perform IP required tasks resulting in inability to meet compliance schedule.	\$311,204.00	\$333,922.00
CS-08	After public comment, EPA disagrees with LANL Alternative Compliance submittals resulting in schedule impacts and additional costs for implementation and permit compliance.	\$298,473.00	\$404,463.00
CS-05	Sites with significant urban run-on exceed Target Action Levels (TALs) and require additional controls and monitoring resulting in additional project costs.	\$291,093.00	\$388,960.00
DF-16	Project readiness activities identify safety issues and additional oversight and communication requirements that result in additional project scope with cost and schedule impacts.	\$288,670.00	\$393,697.00
CQ-09	Extreme weather events not planned for in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuation, floods, above average snowfall, rainfall)	\$283,326.00	\$593,749.00
CR-09	Extreme weather events not planned for in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire, floods, above average snowfall, rainfall and above	\$272,142.00	\$570,311.00
BD-17	Discovery of UXO/chunk HE results in revised work plans and stop work causing schedule impacts and additional project costs.	\$255,834.00	\$482,877.00
ERP-013	Regulatory permits are not obtained in timeframe necessary to support accelerated project schedules.	\$251,618.00	\$527,300.00
CQ-18	Stakeholder perception that current execution strategy of using a regulatory pathway will not adequately mitigate contaminant migration from SWMUs results in the installation of additional controls, schedule delays and loss of good faith.	\$242,540.00	\$520,813.00
DA-02	Waste volumes (overall quantity and rate of generation) exceed amount planned in the baseline resulting in additional project costs for onsite storage, waste management disposition.	\$237,888.00	\$626,767.00
CR-07	Stakeholder perception that current execution strategy of using a regulatory pathway will not adequately mitigate contaminant migration from SWMUs results in the installation of additional controls, schedule delays and loss of good faith.	\$232,966.00	\$500,254.00

CS-01	Compliance requirements for ecological and/or archaeological resource conditions prevent ability to perform IP required tasks resulting in inability to meet compliance schedule.	\$229,865.00	\$246,646.00
DF-08	Additional characterization sampling is required to define nature and extent resulting in additional sampling and analysis costs and project execution delays.	\$224,446.00	\$268,207.00
BF-29	Limited access to San Ildefonso due to constraints for working in their sacred area and hunting grounds results in schedule delays and increased costs for subcontractor standby and escort fees.	\$202,266.00	\$341,359.00
BF-69	Delays in receiving a signed NEPA/EA or other permits result in co-located construction crews with inability to execute project schedules.	\$202,266.00	\$341,359.00
ERP-005	Unanticipated hazards are encountered during environmental remediation operations resulting in project cost and schedule impacts.	\$202,266.00	\$341,359.00
CS-09	Extreme weather events beyond that planned in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms e	\$201,012.00	\$421,219.00
CQ-01	Compliance requirements for ecological and/or archaeological resource conditions prevent ability to perform IP required tasks resulting in inability to meet compliance schedule.	\$195,064.00	\$406,832.00
CQ-02	Non-DOE entities ( USFS, and private property owners) deny IP project site access for construction and maintenance resulting in schedule delays and inability to meet project execution goals.	\$195,064.00	\$341,495.00
DF-15	Subcontractor encounters unanticipated field conditions resulting in schedule delays and subcontractor Requests for Equitable Adjustment (REAs).	\$194,781.00	
CD-01	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$191,412.00	\$412,527.00
DA-06	Extreme weather events beyond that planned in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms	\$186,831.00	\$269,046.00
DA-09	Subcontractor encounters unanticipated field conditions resulting in schedule delays and subcontractor Requests for Equitable Adjustment (REAs).	\$186,831.00	\$212,517.00
CQ-05	Sites with significant urban run-on exceed Target Action Levels (TALs) and require additional controls and monitoring resulting in additional project costs.	\$177,842.00	\$548,236.00
CQ-08	After public comment, EPA disagrees with LANL Alternative Compliance submittals resulting in schedule impacts and additional costs for implementation and permit compliance.	\$177,842.00	\$570,089.00
CB-06	Uncertainty in representative sampling locations identified in IP results in more sampling requirements and locations.	\$172,271.00	\$277,083.00
CS-18	Stakeholder perception that current execution strategy of using a regulatory pathway will not adequately mitigate contaminant migration from SWMUs results in the installation of additional controls, schedule delays and loss of good faith.	\$172,076.00	\$369,503.00
BF-32	Pipeline infrastructure cannot be direct buried due to constraints associated with cultural sites resulting in need for above ground piping with freeze protection.	\$159,114.00	\$229,132.00
CR-02	Non-DOE entities (USFS, and private property owners) deny IP project site access for construction and maintenance resulting in schedule delays and inability to meet project execution goals	\$158,974.00	\$328,013.00
L1-09	Soil vapor extraction unit requires significant repairs or replacement prior to use resulting in unplanned project costs.	\$158,407.00	

CQ-19	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$152,617.00	\$412,527.00
CR-19	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$152,617.00	\$412,527.00
CS-19	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$152,617.00	\$412,527.00
DF-02	Extreme weather events beyond that planned in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms e	\$151,986.00	\$334,719.00
BD-16	Extreme weather events beyond that planned in the schedule result in drilling operations shutdown and/or equipment damage. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms exceeding 12 inches accu	\$144,982.00	\$508,555.00
BD-35	Planned well locations within T&E critical habitat must be relocated resulting in additional project costs and schedule impacts.	\$141,824.00	\$213,159.00
CO-11	Stakeholder's (USEPA, NMED, others) perception that current execution strategy of using a regulatory pathway* will not adequately mitigate contaminant migration from SWMUs results in the installation of additional controls, schedule delays and loss of good	\$129,317.00	\$444,657.00
CS-02	Non-DOE entities (USFS, and private property owners) deny IP project site access for construction and maintenance resulting in schedule delays and inability to meet project execution goals.	\$117,424.00	\$242,281.00
DF-07	Inadequate as-built drawings of abandoned underground lines or inaccurate utility locates result in damage to underground utilities causing work execution delays and additional project costs.	\$113,352.00	\$126,895.00
CO-01	Compliance requirements for ecological and/or archaeological resource conditions prevent ability to perform IP required tasks resulting in inability to meet compliance schedule.	\$111,374.00	\$296,811.00
CO-04	Non-DOE entities (LA County, USFS, and private property owners) deny IP project site access for construction and maintenance resulting in schedule delays and inability to meet project execution goals.	\$111,374.00	\$291,558.00
CO-06	Los Alamos County projects identify PCB sources they believe are attributable to LANL SWMUs/AOCs resulting in schedule delays and cost impacts.	\$111,374.00	\$291,588.00
BF-64	Soil sampling is required to determine contaminant loading at land application sites.	\$109,114.00	\$179,132.00
CO-22	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$108,924.00	\$412,527.00
CP-18	Maintenance schedules are delayed due to reprioritization of available field crews to other activities resulting in compliance impacts.	\$108,924.00	\$412,527.00
CP-07	Stakeholder perception that current execution strategy of using a regulatory pathway will not adequately mitigate contaminant migration from SWMUs results in the installation of additional controls, schedule delays and loss of good faith.	\$105,742.00	\$383,963.00
CO-09	Sites with significant urban run-on exceed Target Action Levels (TALs) and require additional controls and monitoring resulting in additional project costs.	\$101,511.00	\$468,070.00
DA-03	Due to complexity of multi-site management conflict with T&E species, archeological sites, FOD requirements and access issues resulting in reduced productive hours per day during field activities.	\$94,105.00	\$197,210.00
CO-12	After public comment, EPA disagrees with LANL Alternative Compliance submittals resulting in schedule impacts and additional costs for implementation and permit compliance.	\$89,953.00	\$129,537.00

CP-01	Compliance requirements for ecological and/or archaeological resource conditions prevent ability to perform IP required tasks resulting in inability to meet compliance schedule.	\$82,791.00	\$172,689.00
CP-02	Non-DOE entities (LA County, USFS, and private property owners) deny IP project site access for construction and maintenance resulting in schedule delays and inability to meet project execution goals.	\$82,791.00	\$172,689.00
CP-04	Los Alamos County projects identify PCB sources they believe are attributable to LANL SWMUs/AOCs resulting in schedule delays and cost impacts.	\$82,791.00	\$172,689.00
CP-05	Sites with significant urban run-on exceed Target Action Levels (TALs) and require additional controls and monitoring resulting in additional project costs.	\$75,435.00	\$90,142.00
CP-08	After public comment, EPA disagrees with LANL Alternative Compliance submittals resulting in schedule impacts and additional costs for implementation and permit compliance.	\$66,867.00	\$96,293.00
BF-02	NMED does not agree with proposed well locations resulting in need to have an area cleared by site archaeologist with approval through State Historic Preservation Office (SHPO).	\$66,229.00	\$172,754.00
CB-07	FOD shot schedules, fire, floods and red flag conditions cause site access delays resulting in unanticipated scope, cost and schedule compliance impacts at IP sites.	\$46,229.00	\$122,754.00
CD-03	FOD shot schedules, fire, floods and red flag conditions cause site access delays resulting in unanticipated scope, cost and schedule compliance impacts.	\$46,229.00	\$122,754.00
	<b>PBS 0030-Low Risks Not Quantified</b>		
DF-03	Multiple sites require a high level of coordination due to non-DOE property owner requirements and expectations resulting in reduced productivity and impacts to project scope, schedule and cost.	0.00	\$0.00
BA-03	T&E species are encountered during ongoing field sampling events requiring remobilization that results in additional project costs and schedule delays.	0.00	\$0.00
BA-04	Analytical results are not received in scheduled timeframe impacting PMR submittals that result in additional costs for resources to meet NMED scheduled submittal dates.	0.00	\$0.00
BA-10	Failure to perform groundwater monitoring and submit required Periodic Monitoring Reports to NMED when scheduled results in fines and penalties.	0.00	\$0.00
BD-19	New HE sources or waste streams are discovered and must be defined resulting in project schedule delays and additional costs.	0.00	\$0.00
BD-20	RCRA permits including 401/404 are required during project execution resulting in project schedule delays and additional project costs	0.00	\$0.00
BD-22	Trained and qualified workforce (UXO qualified) and/or resources are not available resulting in project schedule delays and additional project costs.	0.00	\$0.00
BD-28	Difficult surface conditions caused by extreme weather (flooding/mud) result in drilling delays and additional project costs.	0.00	\$0.00
BD-29	Readiness assessment identifies concerns that require additional engineering design, restrictions or modifications of procedures, training and qualification standards resulting in additional field requirements and project costs.	0.00	\$0.00
BD-31	Scheduled drilling activities cannot be performed when planned due to HE operations exclusion zone resulting in schedule delays and additional project cost.	0.00	\$0.00

BD-33	Drill rigs are not available to meet baseline schedule resulting in project execution delays.	0.00	\$0.00
BD-34	Storm water pollution plan required for construction delays mobilization schedule resulting in impacts to project cost and schedule.	0.00	\$0.00
BD-36	Archeological review impacts drilling location resulting in well relocation and additional project costs.	0.00	\$0.00
BD-38	Well does not meet specifications and a new well is required resulting in schedule delays and unplanned project costs.	0.00	\$0.00
BD-39	Waste volumes (types & quantity) exceed baseline volumes resulting in additional project disposal costs.	0.00	\$0.00
BD-40	Well construction is not adequate for long-term monitoring purposes resulting in additional costs for rehabilitation or replacement.	0.00	\$0.00
BD-41	Fire restrictions are initiated resulting in stop work that impacts the schedule and results in additional project costs for added fire protection measures.	0.00	\$0.00
BD-44	Issuance of the Office of State Engineer (OSE) permit to extract water from existing monitoring wells is delayed resulting in project schedule delays and additional costs.	0.00	\$0.00
BD-45	Lead time for additional major equipment procurements is greater than currently planned in the baseline resulting in project execution delays.	0.00	\$0.00
BD-46	There is no approved method for dispositioning treated water other than land application resulting in pump and treat delays.	0.00	\$0.00
BD-48	In Discharge Permit (DP) 1793, NMED Groundwater Quality Bureau (GQW) requires certified labs to analyze samples prior to land application resulting in significant cost increase and delay of land application capability.	0.00	\$0.00
BD-49	NMED grants Citizen's for Clean Water (CCW) request to review and comment on work plans issued under DP 1793 resulting in project schedule delays.	0.00	\$0.00
BD-50	NMED Hazardous Waste Bureau does not approve the tracer and system characterization work plans resulting in need to replan project.	0.00	\$0.00
BF-03	Lead time for additional major equipment procurements is greater than currently planned in the baseline resulting in project execution delays.	0.00	\$0.00
BF-08	Geochemical studies indicate the aquifer does not have sufficient reducing capacity to convert CrVI to CrIII resulting in need for additional remediation to convert the chromium.	0.00	\$0.00
BF-09	Additional extraction wells will be required to maintain plume control at the San Ildefonso boundary resulting in additional unplanned costs.	0.00	\$0.00
BF-14	Drilling subcontractor does not have sufficient staffing to support expedited mobilization to begin fieldwork.	0.00	\$0.00
BF-15	Volume of samples during pump and treat exceeds analytical capacity resulting in need to use off-site labs resulting in cost and schedule impacts.	0.00	\$0.00
BF-31	There is no approved method for dispositioning treated water other than land application resulting in pump and treat limitations.	0.00	\$0.00
BF-33	Project is required to install additional piezometers in Sandia Canyon to monitor impacts to the Wetlands resulting in additional project costs.	0.00	\$0.00

BF-37	Inadvertent discovery of human remains, or other significant artifacts, shuts down all projects in Mortandad Canyon resulting in increased project costs and schedule delays.	0.00	\$0.00
BF-38	Limited access due to site constraints (cultural, topographic) require more than two wells to be angle drilled resulting in additional project costs and schedule delays.	0.00	\$0.00
BF-42	Spill or other environmental event occurs on San Ildefonso sacred land resulting in increased costs for clean-up and area restoration.	0.00	\$0.00
BF-45	In Discharge Permit (DP) 1793, NMED Groundwater Quality Bureau (GWQB) requires certified labs to analyze samples prior to land application resulting in significant cost increase and delay of land application capability.	0.00	\$0.00
BF-48	Extensive groundwater modeling is required to confirm whether or not extraction wells are drawing water from the pueblo boundary resulting in increased project costs and schedule delays.	0.00	\$0.00
BF-52	Injection wells cannot be installed using angle drilling technology resulting in need to have an area cleared by site archaeologist with approval through State Historic Preservation Office (SHPO).	0.00	\$0.00
BF-54	Subcontractor proposals for well installation come in higher than expected resulting in unplanned project costs.	0.00	\$0.00
BF-55	New extraction wells do not produce expected volumes affecting plume contaminant flow.	0.00	\$0.00
BF-56	Unplanned equipment failures occur resulting in project cost impacts due to staff on hold.	0.00	\$0.00
BF-57	Piping infrastructure layout requires site archeologist to conduct further surveys and additional archeologists are needed to perform shovel testing.	0.00	\$0.00
BF-61	Inability to angle drill precludes ability to install second injection well resulting in increased Interim Measures duration to achieve plume control.	0.00	\$0.00
BF-63	Monitoring wells down gradient from land application site are required to be installed resulting in project cost impacts.	0.00	\$0.00
BF-65	Unexpected radiological conditions require site clean-up prior to injection well installation resulting in cost and schedule impacts.	0.00	\$0.00
BF-68	Viable bids for subcontract work are not received due to small business set asides.	0.00	\$0.00
CB-03	Number of expected storm water events planned for in any given fiscal year is exceeded resulting in increased costs for site-specific monitoring.	0.00	\$0.00
CB-04	"Opportunity" - Determination is made that sites can be removed from the Individual Permit based on the Supplemental Investigation results.	0.00	\$0.00
CB-05	"Opportunity"-Negotiations with the Surface Water Quality Bureau allow LANS to use the Wildlife Habitat Standard rather than the current Human Health Standard resulting in reduced clean up costs.	0.00	\$0.00
CC-02	FOD shot schedules, fire, floods and red flag conditions cause site access delays resulting in unanticipated scope, cost and schedule compliance impacts at canyon gage locations.	0.00	\$0.00
CO-02	Unidentified/documentated utility corridors and infrastructure barriers are discovered during IP project field readiness and execution resulting in need for revised execution strategy and schedule delays.	0.00	\$0.00
CO-03	IP project site access is denied due to communication and process coordination issues related to safety or security with LANL FODs/DAR (Facility Operations Director/Design Authorization Representative or LANL Divisions/Groups).	0.00	\$0.00

CO-08	NMED Total Maximum Daily Load (TMDL) development results in IP modifications with increased scope requirements and cost impacts.	0.00	\$0.00
CO-10	Changes to Solid Waste Management Unit (SWMU) boundaries result in scope changes to required IP corrective actions and potential permit modifications resulting in project cost impacts.	0.00	\$0.00
CO-13	EPA disagrees with force majeure or permit modification requests resulting in schedule impacts and additional costs for implementation and permit compliance.	0.00	\$0.00
CO-14	Extreme weather events beyond that planned in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms e	0.00	\$0.00
CO-15	401/404 permitting for specified construction projects results in additional unplanned scope and project schedule delays.	0.00	\$0.00
CO-16	MSS contractors are not available for IP control measure installations resulting in inability to meet required deadlines.	0.00	\$0.00
CO-18	Cost and/or schedule impacts occur due to number and location of samples obtained which have TAL exceedances.	0.00	\$0.00
CO-20	A significantly above average rainfall event initiates IP Corrective Actions at more sites than currently planned in the baseline resulting in cost and schedule impacts due to additional need for corrective actions.	0.00	\$0.00
CP-06	Changes to Solid Waste Management Unit (SWMU) boundaries result in scope changes to required IP corrective actions and potential permit modifications resulting in project cost impacts.	0.00	\$0.00
CP-09	Extreme weather events beyond that planned in the schedule, cause inability to execute field work resulting in project schedule and cost impacts. (Example weather events include but are not limited to, fire evacuations, 100 year storm events, snowstorms e	0.00	\$0.00
CP-10	MSS contractors are not available for IP control measure installations resulting in inability to meet required deadlines.	0.00	\$0.00
CP-12	Unidentified/documentated utility corridors and infrastructure barriers are discovered during IP project field readiness and execution resulting in need for revised execution strategy and schedule delays.	0.00	\$0.00
CP-13	IP project site access is denied due to communication and process coordination issues related to safety or security with LANL FODs/DAR (Facility Operations Director/Design Authorization Representative or LANL Divisions/Groups).	0.00	\$0.00
CP-15	NMED Total Maximum Daily Load (TMDL) development results in IP modifications with increased scope requirements and cost impacts.	0.00	\$0.00
CP-16	EPA disagrees with force majeure or permit modification requests resulting in schedule impacts and additional costs for implementation and permit compliance.	0.00	\$0.00
CQ-06	Changes to Solid Waste Management Unit (SWMU) boundaries result in scope changes to required IP corrective actions and potential permit modifications resulting in project cost impacts.	0.00	\$0.00
CQ-10	MSS contractors are not available for IP control measure installations resulting in inability to meet required deadlines.	0.00	\$0.00
CQ-12	Unidentified/documentated utility corridors and infrastructure barriers are discovered during IP project field readiness and execution resulting in need for revised execution strategy and schedule delays.	0.00	\$0.00

CQ-13	IP project site access is denied due to communication and process coordination issues related to safety or security with LANL FODs/DAR (Facility Operations Director/Design Authorization Representative or LANL Divisions/Groups.	0.00	\$0.00
CQ-15	NMED Total Maximum Daily Load (TMDL) development results in IP modifications with increased scope requirements and cost impacts.	0.00	\$0.00
CQ-16	EPA disagrees with force majeure or permit modification requests resulting in schedule impacts and additional costs for implementation and permit compliance.	0.00	\$0.00
CQ-17	401/404 permitting for specified construction projects results in additional unplanned scope and project schedule delays.	0.00	\$0.00
CR-06	Changes to Solid Waste Management Unit (SWMU) boundaries result in scope changes to required IP corrective actions and potential permit modifications resulting in project cost impacts.	0.00	\$0.00
CR-10	MSS contractors are not available for IP control measure installations resulting in inability to meet required deadlines.	0.00	\$0.00
CR-12	Unidentified/documentated utility corridors and infrastructure barriers are discovered during IP project field readiness and execution resulting in need for revised execution strategy and schedule delays.	0.00	\$0.00
CR-13	IP project site access is denied due to communication and process coordination issues related to safety or security with LANL FODs/DAR (Facility Operations Director/Design Authorization Representative or LANL Divisions/Groups.	0.00	\$0.00
CR-15	NMED Total Maximum Daily Load (TMDL) development results in IP modifications with increased scope requirements and cost impacts.	0.00	\$0.00
CR-16	EPA disagrees with force majeure or permit modification requests resulting in schedule impacts and additional costs for implementation and permit compliance.	0.00	\$0.00
CR-17	401/404 permitting permitting for specified construction projects results in additional unplanned scope and project schedule delays.	0.00	\$0.00
CS-06	Changes to Solid Waste Management Unit (SWMU) boundaries result in scope changes to required IP corrective actions and potential permit modifications resulting in project cost impacts.	0.00	\$0.00
CS-10	MSS contractors are not available for IP control measure installations resulting in inability to meet required deadlines.	0.00	\$0.00
CS-12	Unidentified/documentated utility corridors and infrastructure barriers are discovered during IP project field readiness and execution resulting in need for revised execution strategy and schedule delays	0.00	\$0.00
CS-13	IP project site access is denied due to communication and process coordination issues related to safety or security with LANL FODs/DAR (Facility Operations Director/Design Authorization Representative or LANL Divisions/Groups.	0.00	\$0.00
CS-15	NMED Total Maximum Daily Load (TMDL) development results in IP modifications with increased scope requirements and cost impacts.	0.00	\$0.00
CS-16	EPA disagrees with force majeure or permit modification requests resulting in schedule impacts and additional costs for implementation and permit compliance.	0.00	\$0.00
CS-17	401/404 permitting for specified construction projects results in additional unplanned scope and project schedule delays.	0.00	\$0.00

DA-04	Additional permits, including 401/404, are required during project execution resulting in project schedule delays and additional project costs.	0.00	\$0.00
DA-05	Procurement and contracting lead time is longer than planned resulting in project schedule delays and additional project costs.	0.00	\$0.00
DA-07	Unpaved roads become impassible during fieldwork due to inclement weather resulting in project delays and additional project costs.	0.00	\$0.00
DA-08	Readiness assessment identifies concerns that require additional engineering design, restrictions or modifications of procedures and additional training and qualification standards that result in added field requirements and impacts to project cost and sc	0.00	\$0.00
DA-09	Subcontractor encounters unanticipated field conditions resulting in schedule delays and subcontractor Requests for Equitable Adjustment (REAs).	0.00	\$0.00
DF-01	T&E species habitat restrictions are encountered during field campaign resulting in project schedule execution delays and additional project costs.	0.00	\$0.00
DF-03	Multiple sites require a high level of coordination due to non-DOE property owner requirements and expectations resulting in reduced productivity and impacts to project scope, schedule and cost.	0.00	\$0.00
DF-04	Additional remediations are identified after initial risk screening evaluations are conducted resulting in additional scope and increased waste volumes.	0.00	\$0.00
DF-06	Violation of access agreements results in schedule delays or potential work shutdowns.	0.00	\$0.00
DF-15	Subcontractor encounters unanticipated field conditions resulting in schedule delays and subcontractor Requests for Equitable Adjustment (REAs).	0.00	\$0.00
ERP-007	Limited availability of off-site waste disposal options results in significantly higher disposal costs than estimated in the baseline.	0.00	\$0.00
ERP-008	Active operations and security requirements significantly impact environmental remediation work resulting in access issues and project schedule delays (i.e. active firing site schedule).	0.00	\$0.00
ERP-012	Loss of Regulatory resources jeopardizes ability to review, approve and submit deliverables accurately and on time and assure field compliance.	0.00	\$0.00
ERP-014	Additional staffing and resources from support organizations will be required to complete project scope resulting in unplanned project costs.	0.00	\$0.00
L1-12	Air permitting requirements for SVE unit delay start-up of operations resulting in project schedule delays.	0.00	\$0.00
	<b>PBS 0040D-Low Risks Not Quantified</b>		
MC-01	Airborne release during D&D activities exceeds regulatory limits creating risk to workers and/or public resulting in work stop, fines and project schedule delays.	0.00	\$0.00
MC-02	Contaminated structures require implementation of radiological controls per 10 CFR 835 resulting in schedule delays and additional project costs.	0.00	\$0.00
MC-03	Waste disposal costs during D&D activities exceed planned estimate impacting project cost and performance.	0.00	\$0.00

