

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 156	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003	7. ADMINISTERED BY (If other than Item 6) NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544		CODE 05003
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOS ALAMOS NATIONAL SECURITY, LLC Attn: Steve K. Shook P.O. BOX 1663, MS P222 LOS ALAMOS NM 875450001		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 175252894		9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25396	
		10B. DATED (SEE ITEM 13) 12/21/2005		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	DOE Organization Act, 42 U.S.C. 7101 et seq. and the NNSA Act, 50 U.S.C. 2401 et seq.

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to revise and replace the following:

Continued on Page 2.

Period of Performance: 12/21/2005 to 09/30/2016

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Prime Contract Mgr.</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Poole	
15B. CONTRACTING OFFEROR <i>Steve Shook</i> (Signature of person authorized to sign)		15C. DATE SIGNED 2/7/11	16B. UNITED STATES OF AMERICA <i>Robert M. Poole</i> (Signature of Contracting Officer)
			16C. DATE SIGNED 2/7/2011

The purpose of this modification is to revise and replace the following:

- A. Part I, Section H, Clause H-6, Parent Organization's Oversight Plan, Paragraph (c), the first sentence is deleted and replaced with the following:

The estimated cost for the Parent Organization's Oversight Plan for FY11 (October 1, 2010 – September 30, 2011) is NTE \$2,599,106.00.

- B. Part I, Section H, Clause H-31, Service Contract Act of 1965 (41 U.S.C. 351), is replaced with:

**H-31 SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351)**

The Service Contract Act of 1965 is not applicable to this 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 NNSA. The Contractor's Purchasing System must implement the requirements of the Service Contract Act clauses found at 48 CFR 22.1006.

- C. Part III, Section J, Appendix D, Key Personnel, is replaced with the new Section J, Appendix D (dated Dec 2010), attached hereto.
- D. Part III, Section J, Appendix O, Parent Organization's Oversight Plan, is replaced with the new Section J, Appendix O, attached hereto.

**End of Modification**

## LISTING OF KEY PERSONNEL

### PART III – SECTION J

#### APPENDIX D

#### KEY PERSONNEL

#### TITLE

#### NAME

Laboratory Director

Michael Anastasio

Deputy Laboratory Director

Isaac E. Richardson, III

Principal Associate Director, Weapons Programs

Charles McMillan

Principal Associate Director, Operations & Business

Mike Mallory

Principal Associate Director, Global Security

William Rees, Jr.

Principal Associate Director, Science, Technology & Engineering

Terry Wallace

Associate Director, Stockpile Manufacturing & Support

Carl Beard

Associate Director, Weapons

Bret Knapp

Associate Director, Business Services

Mark Barth

Associate Director, Environment, Safety, Health & Quality

James Cantwell

Associate Director, Nuclear & High Hazard Operations

Robert McQuinn

Associate Director, Project Management & Site Services

Thomas McKinney

Associate Director, Safeguards and Security

Michael Lansing

Associate Director, Environmental Programs

Michael Graham

Associate Director, Threat Identification and Response

W. Scott Gibbs

Associate Director, Chemistry, Life & Earth Sciences

Vacant

Associate Director, Engineering & Engineering Services

Vacant

Associate Director, Experimental Physical Sciences

Susan Seestrom

Associate Director, Information Technology

Vacant

Associate Director, Theory, Simulation & Computation

Alan Bishop

Contractor Assurance Officer

Roland Knapp

Chief Financial Officer

Glenn Kizer

Chief Prime Contracts

Steve Shook

**PART III – SECTION J**

**APPENDIX O**

**PARENT ORGANIZATION’S OVERSIGHT PLAN**

(Modified by Contract Modification 156 January 2011)

**EXECUTIVE SUMMARY**

**LANS PARENT ORGANIZATION OVERSIGHT PLAN**

**PURPOSE**

The purpose of this plan is to describe the organizational approach and detail the parent organizations’ planned activities. This plan monitors and continuously improves the contractor’s performance of statement of work activities, including ISM and ISSM performance, and assists the contractor in meeting Laboratory mission and operations requirements. The plan includes the activity descriptions, cost estimates, schedule for planned activities, reporting, and describes the change management process for parent organization oversight. Parent organization oversight will be provided by the four parent entities which make up LANS. In accordance with Clause H-6 of the Prime Contract, the specific plan for each year will be provided to NNSA for review and approval.

**SCOPE**

The corporate oversight of LANS’s operation of the Laboratory is designed to meet or exceed the needs and the expectations of the NNSA and LANL stakeholders, and the Laboratory itself. The immediate goal is to ensure excellence in every aspect of the Laboratory’s operations such that the current and future missions can be achieved successfully in accord with applicable laws, regulations, and policies. The ultimate goal is for the Laboratory to be recognized as a world-class institution that not only provides solutions to known issues, but that anticipates and influences the future to help keep our nation safe and secure.

While the oversight of the Laboratory depends, to a large extent, on dedicated individuals and groups, responsibility must begin with the partners and owners of the entity that will be responsible for managing the Laboratory on a day-to-day basis.

**ORGANIZATION**

A separate business entity (LLC) has been set up by the parent organizations for the sole purpose of managing and operating the Laboratory. LANS LLC has set up a parent organization oversight body—the Board of Governors—which has authority to guide, control, direct, measure, and incentivize the Laboratory and its personnel. The Board also administers the Parent Organization Oversight Plan, with support from the LLC corporate office staff, as described below.

## **BOARD OF GOVERNORS AND COMMITTEES**

The Board is composed of governors as follows:

- Executive Committee Governors – Individuals are appointed by the parent organizations as governors in the Executive Committee, of which there are an equal number of UC appointees and Bechtel appointees. Nomination for one seat is delegated to B&W and URS jointly. These individuals will make up the Executive Committee, which is the decision-making body of the LLC and is responsible for the oversight of Laboratory operations. The cost of these senior parent organization executives will not be charged to the Contract.
- Outside Governors – Outside governors will come from other organizations and will be appointed by the Executive Committee of the Board to achieve excellence and transparency through peer consideration. These world-class members will be selected to mirror the most significant needs of the Laboratory.

### **Board Committees**

- The Board will be supported by committees appointed by the Executive Committee of the Board, with each committee chaired by one of the Board members. These committees will assist the Board in its oversight process by conducting evaluations, measuring performance, and making recommendations to the Board.

## **PARENT ORGANIZATION FUNCTIONAL MANAGEMENT ASSESSMENTS**

Assessments will be conducted by teams comprised of LANS parent company experts and external consultants. These experts may come from corporate resources, other DOE and NNSA sites managed by LANS partners, or external leaders in the area of interest.

In addition, although not strictly oversight, there are a number of areas in which the parent organizations will provide support or training in best management practices such as Six Sigma, lean manufacturing, and performance-based leadership.

## **LANS LLC CORPORATE OFFICE (NORTHERN NEW MEXICO)**

Given the magnitude of the Laboratory initiative, the parent organizations have determined that it is in the best interest of the Laboratory and NNSA for LANS to establish its corporate headquarters in northern New Mexico. The office will serve as base of operations for a small permanent staff supporting the LANS Board of Governors and will be led by the LANS Executive Staff Director, who is designated as the parent organizations' responsible official for the administration of the Oversight Plan.

## **SCHEDULE FOR PLANNED ACTIVITIES**

A detailed schedule of planned activities is used to manage Parent Organization Oversight (see Clause H-6). The schedule development will be integrated and maintained by LANS Corporate Office staff on behalf of the Board and the parent organizations.

## **COST ESTIMATE FOR PLANNED ACTIVITIES**

A cost estimate summary based on the planned activities scheduled is provided to NNSA annually. The cost estimates and budget development will be integrated and maintained by

corporate office staff on behalf of the Board and the parent organizations.

**PERIODIC REPORTS**

Reports providing status against the planned activities will be provided to the Federal Contracting Officer as required. The report preparation will be integrated by the LANS corporate office staff on behalf of the Board and the parent organizations.

**CHANGE MANAGEMENT AND CONTROL**

A disciplined change management and control process will be implemented. This will ensure changes to the plan scope, cost and schedule baseline are reviewed and approved by the Contracting Officer.