

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0347		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NNSA Los Alamos Field OFC NA-00-LA NNSA/Los Alamos Site Office 3748 West Jemez Road Los Alamos NM 87544		CODE 05003		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOS ALAMOS NATIONAL SECURITY, LLC Attn: STEVE SHOOK P.O. BOX 1663, MS M722 LOS ALAMOS NM 875450001		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	
CODE 175252894		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				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:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Other Applicable Laws

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 update Part I - The Schedule, Section B - Supplies or Services and Prices/Costs, B-2 Contract Type and Value, Subsection I, CLIN 0001 Management and Operation Of LANL and DOE EM Bridge Contract, update Part I - The Schedule, Section H - Special Contract Requirements, and Part III - Section J, Appendix B, Statement of Work.

See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Richard M. Keciach Deputy Laboratory Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Poole	
15B. CONTRACTOR/OFFEROR [Redacted]		16B. UNITED STATES OF AMERICA [Redacted]	
15C. DATE SIGNED 4-28-16		16C. DATE SIGNED 4/28/2016	

The purpose of this modification is to update and add the following:

- A. Refer to Part I – The Schedule, Section B – Supplies or Services and Prices/Costs, B-2 Contract Type and Value, Subsection I, CLIN 0001 Management and Operation of LANL and DOE EM Bridge Contract, Attachment 1 to this modification.
- B. Refer to Part I, The Schedule. The following clauses are updated as follows:

Section H – SPECIAL CONTRACT REQUIREMENTS

H-12 PERFORMANCE BASED MANAGEMENT [MODIFIED BY MODIFICATION NO. M053, M347]

(b) Performance Appraisal Process

(1) Performance Evaluation Plan

(iii) For performance evaluation purposes, the NNSA agrees that the Contractor's performance directly associated with the DOE/EM LA-LCBC shall not be considered in determining Performance Incentive Fee under this Contract's Performance Evaluation Plans (pursuant to Contract Clauses H-12, "Performance Based Management" and H-14 "Performance Incentives"); and any other contract remedies, including without limitation those available to DOE under Price Anderson Amendments Act regulatory requirements, and pursuant to Contract Clause I-124, "DEAR 970.5215-3 Conditional Payment of Fee, Profit and Incentives – Facilities Management Contracts (Jan 2004) (Deviation)" unless the performance directly impacts the contractual requirements of this Contract and/or the mutually agreed-to annual performance expectations. The above provisions do not apply to the FY 2015 Carry Over work to be performed via work authorization as described in Appendix B, Part 4.5 "Environmental Management."

H-23 SEPARATE CORPORATE ENTITY AND PERFORMANCE GUARANTEE [MODIFIED BY MODIFICATION NO. M292, M347]

(a) The work performed under this Contract by the Contractor shall be conducted by a separate corporate entity from its Parent Organization(s). The separate corporate entity is restricted to the performance of this Contract with the NNSA and the Los Alamos Legacy Cleanup Bridge Contract (LA-LCBC) with DOE/Environmental Management and shall be responsible for all Contract activities at the Los Alamos National Laboratory.

H-24 NNSA AND CONTRACTOR COMMUNITY COMMITMENTS [MODIFIED BY MODIFICATION NO. M347]

(a) The Contractor shall perform the activities described in the Contract's Section J Appendices entitled "Regional Initiatives," "Regional Purchasing Program," and "Technology Commercialization," which sets forth the NNSA'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 the Contract. Specific costs resulting from LANS performance of Regional Purchasing Program activities under the DOE EM Los Alamos Legacy Bridge Contract (LA-LCBC) shall be allocated to the LA-LCBC, to the extent authorized.

- C. Refer to Part I, The Schedule. The following clauses are added as follows:

Section H –SPECIAL CONTRACT REQUIREMENTS

H-49 NNSA DOE/EM AND CONTRACTOR STEERING COMMITTEE

[MODIFIED BY MODIFICATION NO. M347]

A Steering Committee will be established under the DOE EM Los Alamos Legacy Cleanup Bridge Contract (LA-LCBC) comprised of senior level advisors with DOE EM and the Contractor to assist in both the work of EM and NNSA and the NNSA/DOE EM Contractor. It is anticipated the Steering Committee will be in effect from transition of EM work under the LA-LCBC through performance and transition to successor contract. To ensure that problems and issues are fairly and efficiently resolved, the Steering Committee will assist in early resolution of issues. Such resolution will not supersede the Contracting Officer's authority nor take precedence over any requirement in either the NNSA or DOE EM LA-LCBC.

H-50 EMPLOYEE TERMINATION UNDER THE LA-EM LANS CONTRACT

[MODIFIED BY MODIFICATION NO. M347]

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.

H-51 USE OF SPECIAL FINANCIAL INSTITUTION FOR PAYMENT AND ADVANCES UNDER THE LOS ALAMOS LEGACY CLEANUP BRIDGE CONTRACT

[MODIFIED BY MODIFICATION NO. M347]

The existing NNSA LANS Integrated Contract process shall be used by the DOE EM Los Alamos Legacy Cleanup Bridge Contract (LA-LCBC) Contractor for the charging and payment for costs during the Bridge contract period.

DOE EM will submit an authorization to bill via Department of Energy Payment and Collection (DOEPAC) to the LA-LCBC 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 LA-LCBC Contractor will incur costs to perform contract scope and then invoice DOE EM for reimbursement of costs. The Contractor will submit all invoices to DOE EM electronically via DOEPAC, by the 15th of the following month, and payment will be made immediately. If DOE EM questions costs on an invoice, they will be addressed and resolved on a subsequent invoice.

- D. Refer to Part III - Section J, Appendix B, Statement of Work, 4.4 Emergency Operations, 4.5 Environmental Management, Attachment 2 to this modification.

Part I – The Schedule

Section B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-2 CONTRACT TYPE AND VALUE [MODIFIED BY Change to Obligation of Funds Mods; NNSA letters and Mods incorporating Estimated Cost and Fee for Reimbursable Work (WFO); Mods for Performance Fee Awards; and Modification Numbers M083, M139, M151, M155, M165, M180, M212, M239, M250, M267, 288, and M347]

I. CLIN 0001 MANAGEMENT AND OPERATION OF LANL AND DOE/EM BRIDGE CONTRACT [MODIFIED BY MODIFICATION NO. M347]

- (d) (2) The Fixed Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding for Reimbursable work, is 0.90% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress excluding the Line Item funding for SUB-CLIN projects (contained in details of the President's Budget) and excluding the DOE Environmental Management annual funding associated with the Los Alamos Legacy Cleanup Bridge Contract (contained in details of the President's Budget), divided by 1.03.
- (3) The Maximum Available Performance Incentive Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, excluding any Performance Based Incentive Fee or Firm-Fixed- Price available under CLIN 0002, and excluding the DOE Environmental Management annual funding associated with the Los Alamos Legacy Cleanup Bridge Contract, is 2.1% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress, excluding the Line Item funding for SUB-CLIN Projects (contained in details of the President's Budget), and excluding the DOE Environmental Management annual funding associated with the Legacy Cleanup Bridge Contract (contained in details of the President's Budget), divided by 1.03. (FY07 fee can be found in Mod. M040)
- (4) In the event Congressional appropriation deviates by more than (plus or minus) 10% from the applicable fiscal year Laboratory Table in the President's Budget annual requests, excluding the Line Item funding for SUB-CLIN projects (contained in details of the President's Budget), and excluding the DOE/EM annual funding associated with the Legacy Cleanup Bridge Contract (contained in details of the President's Budget), the Contracting Officer shall unilaterally modify the Contract to adjust the Fixed Fee and Maximum Available Performance Incentive Fee for DOE/NNSA related work, except for Reimbursable work. The fee will be adjusted in proportion to the change between the President's Budget and the Congressional appropriation.

PART III - SECTION J

APPENDIX B
STATEMENT OF WORK

4.0 Laboratory Operations

4.4 Emergency Operations
[MODIFIED BY MODIFICATION NO. M347]

The Contractor shall conduct an emergency operations program for both the M&O Contract and the DOE Environmental Management Los Alamos Legacy Cleanup Bridge Contract to include emergency preparedness plans and procedures, an occurrence notification and reporting system, operation of an Emergency Operations Center (which includes a Joint Emergency Operations Center with the County of Los Alamos), and emergency response capabilities for local, regional, and national missions to include a Radiological Assistance Program, and support to the NNSA Nuclear Emergency Support Team and Accident Response Group in the areas of nuclear weapons expertise, nuclear weapon surety, environment, safety and health, waste management, transportation and other areas requiring specialized planning, training, and responses to nuclear weapon accidents or incidents.

4.5 Environmental Management
[MODIFIED BY MODIFICATION NO. M347]

For all Laboratory sites, the Contractor shall: (1) conduct compliant environmental management activities in accordance with regulatory and enforceable agreements requirements and milestones; (2) complete waste disposition including cooperation and coordination with the Carlsbad Field Office for transuranic waste activities; (3) manage newly generated waste to support Laboratory missions including treatment, storage, and disposal of solid, hazardous, mixed, and radioactive wastes; (4) decontaminate and decommission facilities and infrastructure; (5) coordinate and implement waste minimization and pollution prevention initiatives; (6) implement an Environmental Management System under Integrated Safety Management; (7) commission and manage the necessary waste management facilities and equipment to ensure uninterrupted waste management operations; (8) facilitate the conveyance of Land Transfer parcels pursuant to applicable law; (9) complete the Annual Site Environmental Report (ASER); and (10) perform all work pursuant to DEAR 970.5223-1.

The Contractor shall provide general management and oversight to the Contractor's performance under the LA-LCBC contract. This oversight shall include, but not be limited to, use of several NNSA Contractor business systems, plans, and programs as defined in Exhibit C-3 of the LA-LCBC contract, and line management oversight as described in the Contractor's organization chart provided pursuant to this contract. The Contractor will utilize FY 2015 carryover funding for the Environmental Management Program via a work authorization listed in Clause H-2. The terms and conditions under the contract apply to this carry-over work. Furthermore, FY 2015 work not completed in FY 2016 will be modified into the LA-LCBC contract.