

2. AMENDMENT/MODIFICATION NO. 0045 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 05047 7. ADMINISTERED BY (If other than Item 6) CODE 05047

NNSA Production OFC NA-00-NPO 301 Bear Creek Road, JCC P.O. Box 2050 Tennessee TN 37830
 NNSA Production OFC NA-00-NPO PO Box 2050 Oak Ridge TN 37830

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

CONSOLIDATED NUCLEAR SECURITY LLC Attn: Mike Vermeulen 301 BEAR CREEK RD OAK RIDGE TN 37831

9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942

10B. DATED (SEE ITEM 13) 01/08/2013 CODE 078390708 FACILITY CODE

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) See Schedule

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 DEAR 970.5204-2 Laws, Regulations, and DOE Directives; Administrative Changes i/a/w FAR 43.103(b)

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 45-4482782
 DUNS Number: 078390708

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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Jill Y. Albaugh

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 28 SEP 2015

The purpose of this unilateral modification is to correct an administrative mistake by the Contracting Officer when a revised clause F-2 was added to the contract in Modification 0039, update clause G-1, and update Section J Appendices B, J, K, N, P, and R.

Regarding Clause F-2, the current language added to the Contract in Modification 0039 does not reflect the period of time (January 18, 2013 through March 2, 2014) that CNS was suspended from performance of this Contract, per Contracting Officer direction as a result of the GAO protests. The previous clause did reflect the suspension. During the protest period, the Contract was performed by the predecessor contractor B&W Y-12, under Contract Number DE-AC05-00OR22800 and no transition activities were permitted. Further, Mod 0039 incorrectly notes that the period of performance will expire June 30, 2024, instead of June 30, 2019, which is the Base Term. In order to correct this inaccuracy, the F-2 clause added by error in mod 0039 is deleted in its entirety. The following F-2 clause is added to this contract and is the same version provided in the contract prior to Mod 0039, which was added in Mod 0015.

**The Contracting Officer and Contractor also discussed and agreed to change the Period of Performance on the Standard Form 30, block 14 to read as follows:
Period of Performance: See F-2.**

For ease in understanding the following clause, the “effective date of the contract is the award date.” The award date on the base Contract is January 8, 2013.

“F-2 PERIOD OF PERFORMANCE

The effective date of the Contract is the award date identified in Section A.

- (a) The Contract’s period of performance includes:**

Transition Term – the effective date of the Contract through January 18, 2013 and March 3, 2014 through June 30, 2014;

Base Term – July 1, 2014 through June 30, 2019; and, if exercised;

Option Term 1—July 1, 2019 through June 30, 2021; and, if exercised;

Option Term 2—July 1, 2021 through June 30, 2023; and, if exercised;

Option Term 3—July 1, 2023 through June 30, 2024.

- (b) The period of performance of this Contract will expire June 30, 2019, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract period of performance may be extended in increments, or portions thereof, for up to an additional period of five years of performance in accordance with Section F, F-5, Evaluation of Performance and Exercise of Option(s). The Contract's maximum period of performance, including the Transition Term and Options, if exercised, shall not exceed ten (10) years, nineteen weeks.
- (c) The Transition Term shall be for the transition activities identified in Section J, Appendix C, Transition Plan. The Contractor's responsibility for management and operation of the Sites against the Statement of Work shall commence with the Base Term. The Option Terms 1-3 conditions are set forth in Section F, F-5, Evaluation of Performance and Exercise of Option(s)....."

End of Clause

Clause G-1 is modified to reflect include both the Tennessee and Texas addresses for the NNSA Production Office, and adds Christopher Duran as the Procuring Contracting Officer for this contract and provides for his responsibilities.

G-1 GOVERNMENT CONTRACTS & CORRESPONDENCE PROCEDURES

(a)

(1) The NNSA Production Office (NPO) Manager for this Contract is the Contractor's primary point of contact for all technical and administrative matters, except as identified in Section G, G-3, DOE/NNSA Patent Counsel, regarding performance of this Contract under CLIN 0001. The NPO Administrative Contracting Officer (ACO) is the Contractor primary point of contact for all contractual matters related to CLIN 0001. The NPO Manager and NPO ACO can be reached at:

NNSA Production Office
Attn: NPO Manager
P.O. Box 2050
Oak Ridge, TN 37831-8009
Or
P.O. Box 30030
Amarillo, TX 79120

NNSA Production Office
Attn: NPO ACO
P.O. Box 2050
Oak Ridge, TN 37831-8009
Or
P.O. Box 30030
Amarillo, TX 79120

(2) The Uranium Processing Facility (UPF) Project Office (UPO) Federal Project Director (FPD) for this Contract is the Contractor's primary point of contact for all technical and administrative matters, except as identified in Section G, G-3, DOE/NNSA Patent Counsel, regarding performance of this Contract under CLIN 0002. The UPO ACO is the Contractor's primary point of contact or all contractual matters related to CLIN 002. The UPO FPD and ACO can be reached at:

UPF Project Office
Attn: UPO Federal Project Director
P.O. Box 2050
90 Union Valley Road, MS: 8042
Oak Ridge, TN 37831-8009

UPF Project Office
Attn: UPO ACO
P.O. Box 2050
90 Union Valley Road, MS: 8042
Oak Ridge, TN 37831-8009

(b)

Technical and Administrative Correspondence:

Technical and Administrative Correspondence concerning performance of this Contract shall be addressed to the responsible NNSA Contracting Officer's Representative (COR) with an information copy to the ACO. CORs are listed in Section J, Appendix R.

(c)

Designation of Contracting Officer's Representative(s)

The COR's official delegation of authority will be provided to the Contractor in writing. The delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the Contract, therefore, in no event will any understanding, agreement, modification, change order or other matter deviating from the terms of the basic Contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the Contract is requested, the Contractor shall promptly notify the Contracting Officer in writing, before proceeding with the COR Direction. No action shall be taken by the Contractor unless the Contracting Officer has issued a formal, written contractual change.

If an effort under this Contract requires that an Alternate COR is to perform duties in the absence of the responsible COR, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR.

(d)

Contractual Correspondence /Matters

Correspondence involving contractual matters such as *changes to contract terms and conditions (not including clause updates), funding, and cost savings shall be addressed to the Procuring Contracting Officer Christopher M. Duran*. This individual shall be primarily responsible for Contractual actions required to be taken by the Government under the terms of this Contract.

Notwithstanding the above, on 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

shall be authorized to take the required Contractual action(s) within the limits of his/her authority.

All correspondence involving the administration and execution of the existing terms and conditions, to include clause updates of the contract are to be addressed by the site Administrative Contracting Officers (ACO).

(e) Marking

To promote timely and effective administration, correspondence submitted under this Contract shall contain a subject line commencing with the Contract Number, illustrated:

“SUBJECT: CONTRACT NUMBER DE-NA0001942, (insert subject topic after Contract Number, e.g., ‘Request for subcontract placement approval.’)”

(f) Distribution

A copy of correspondence addressed to the Contracting Officer or ACO shall be provided to the NPO Manager or the UPO Federal Project Director, as appropriate.

End of Clause

The following Appendices are updated and attached to this modification and are added to Section J of the contract.

Appendix B Performance Evaluation Plans

Fiscal Year 2015 is added to B -1. It does not supersede or delete the PEP for 2014, but is added to the contract.

Appendix J Key Personnel

The Key Personnel list attached to this modification supersedes the list currently in the contract and replaces it in its entirety.

Appendix K Small Business Subcontracting Plan

The 2015 goals were approved by letter dated October 16, 2014. The attached letter should be added to the Small Business Subcontracting Plan currently in the contract.

Appendix N List of Applicable Directives

The attached List of Applicable Directives dated September 2015 supersedes and replaces in its entirety the list dated May 2015.

**Appendix P Special Institutional Agreement For Use With The Payments—
Cleared Financing Arrangement**

The current Financial Agreement is attached to this modification, supersedes and replaces the agreement that expired December 13, 2014.

Appendix R List of Contracting Officer's Representatives

The attached list dated 9/2015 supersedes and replaces earlier versions.

End of Modification

APPENDIX B.

PERFORMANCE EVALUATION PLANS

- B-1 PERFORMANCE EVALUATION PLAN FOR THE MANAGEMENT AND OPERATION (M&O) OF Y12/PX
- B-2 PERFORMANCE EVALUATION PLAN FOR UPF PROJECT MANAGEMENT

**Fiscal Year 2015
DOE/NNSA Strategic Performance Evaluation Plan (PEP)**

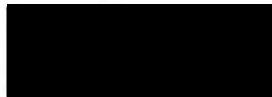
FOR

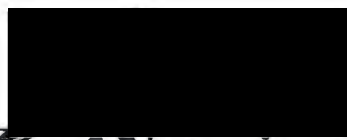
Consolidated Nuclear Security, LLC


**MANAGEMENT AND OPERATION OF THE
Pantex Plant and the Y-12 National Security Complex**

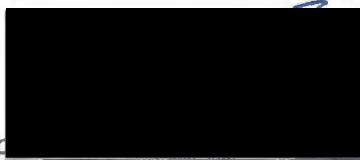
Contract Number: DE-NA0001942

Performance Period: October 01, 2014 through September 30, 2015

 30 Sep 2014
Date
James R. Haynes
President and Chief Executive Officer
Consolidated Nuclear Security, LLC

 9/30/2014
Date
Steven C. Erhart
Manager, NNSA Production Office
National Nuclear Security Administration

 9.30.2014
Date
Richard A. Dunn
Director, Contracts
Consolidated Nuclear Security, LLC

 9/30/2014
Date
Seb Klein
Contracting Officer
NNSA Production Office
National Nuclear Security Administration

FY 2015 PERFORMANCE EVALUATION PLAN

DOCUMENT REVISION HISTORY

Revision	Date	Change Description
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INTRODUCTION

The Pantex Plant and Y-12 National Security Complex (NSC) are facilities owned by the United States Department of Energy (DOE), and are managed by Consolidated Nuclear Security, LLC (CNS). Pursuant to the terms and conditions of the Contract, this Performance Evaluation Plan (PEP) sets forth the criteria in which CNS performance will be evaluated and upon which the determination of the amount of award fee earned shall be based. The available award fee amounts for FY 2015 are specified in Section B of Contract No. DE-NA0001942. This PEP promotes a strategic Governance and Oversight framework based on prudent management of risk, accountability, transparency, and renewed trust. It has been written to implement the collective governance and oversight reform principles as expressed by the DOE/National Nuclear Security Administration (NNSA).

PERFORMANCE BASED APPROACH

The performance-based approach evaluates CNS performance at Pantex and Y-12 through a set of Performance Objectives (PO). Each PO, and its associated Contributing Factors (CF) and Site Specific Outcomes (SSO), will be measured against authorized work and the respective outcomes, demonstrated performance, and impact to the DOE/NNSA mission. CFs and SSOs will be assessed in the aggregate to establish an adjectival performance rating for each PO. Notwithstanding the overall strategic framework, failure to achieve an individual SSO, the most important DOE/NNSA fiscal year objectives may limit the award-fee.

MISSION

The Pantex Plant mission supports managing the nation's nuclear stockpile by performing disassembly, inspection and rebuild of weapon evaluation cycle units, assembly of Joint Test Assemblies (JTAs) and JTA post mortem analysis, assembly and disassembly of test bed units, Limited Life Component Exchange, programmatic alterations (usually defined as Alts or Mods), weapon repairs, weapon and component radiography and non-destructive evaluation, High Explosive (HE) testing and explosive component evaluation, pit and non-nuclear evaluations, electrical and mechanical tests, and surveillance and evaluation testing in support of Quality Evaluation Reports.

The Y-12 NSC supports national security programs through production of weapons components and parts; stockpile evaluation and maintenance; stockpile surveillance; dismantlement; and nuclear materials management, storage, and disposition. Its primary mission is the manufacturing of modern secondaries and processing and storage of highly enriched uranium.

Additionally, Pantex and Y-12 support several of the other NNSA missions identified, including nuclear non-proliferation, the Naval Reactors Program, emergency response, continuing management reform, and recapitalizing NNSA infrastructure.

MISSION PERFORMANCE

CNS is accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety and security requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and

security are essential and implicit elements of successful mission performance. Accordingly, the model for this PEP is to rely on CNS leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of assurance systems, and the related measures, metrics, and evidence. **CNS is expected to manage in a safe, secure, efficient, effective, results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance.** Products and services are expected to be delivered on-schedule and within budget.

CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider "context" such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside CNS control), degree of difficulty, significant accomplishments, and other events that may occur during the performance period. A significant safety or security event may result in an overall limitation to adjectival ratings. Such impacts may be balanced by the response to the incident, and by other initiatives to improve overall safety or security performance. The contractor is encouraged to note significant safety and security continuous improvements.

PERFORMANCE RATING PROCESS

At the end of each of the first three quarters, DOE/NNSA will evaluate performance and provide feedback to CNS highlighting successes and/or needed improvement. At the end of the year, an overall performance rating will be assigned for each PO using the table in Federal Acquisition Regulation Subpart 16.401(e)(3) yielding scores of Excellent, Very Good, Good, Satisfactory or Unsatisfactory. In general, performance objectives and contributing factors are written to reflect an overall adjectival performance level of **Good**. DOE/NNSA will consider the CNS end of year self-assessment report in preparing the Performance Evaluation Report (PER) for the Fee Determining Official (FDO). The PER transmits the final recommendations on performance ratings and award fee earned for the award fee period of performance. The unilateral decision of the total award fee earned will be made by the FDO.

PEP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Any change to the PEP requires concurrence by the appropriate program office, the NNSA Senior Procurement Executive, and the NNSA corporate PEP manager prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in contract *Section B-7, Performance Evaluation Plan (PEP)*, bilateral changes are the preferred method of change whenever possible.

FINAL DECISION

CNS can request a face-to-face meeting with the FDO to highlight their strategic performance. This meeting should occur in early October.

TOTAL AVAILABLE AWARD FEE ALLOCATION

Performance Category	Performance Objective	% At-Risk Fee Allocation
Programs (NA-10)	PO-1: Manage the Nuclear Weapons Mission	35%
Programs (NA-20, NA-40, NA-80)	PO-2: Reduce Global Nuclear Security Threats Mission	10%
Programs (FOM)	PO-3: DOE and Strategic Partnership Project Mission Objectives	5%
Operations & Mission Execution (FOM)	PO-4: Science, Technology, and Engineering (ST&E)	5%
Operations & Mission Execution (FOM)	PO-5: Operations and Infrastructure	35%
Operations & Mission Execution (FOM)	PO-6: Leadership	10%

UNEARNED FEE

DOE/NNSA reserves the right to withdraw and redistribute DOE/NNSA unearned fees.

INNOVATIVE SOLUTIONS

CNS will recommend innovative, science-based, systems-engineering solutions to the most challenging problems that face the nation and the globe. CNS will also provide evidence to support programmatic needs and operational goals tempered by risk. DOE/NNSA will take into consideration all major functions including safety and security contributing to mission success. In addition, CNS is expected to recommend and implement innovative business and management improvement solutions that enhance efficiencies.

PO-1: Manage the Nuclear Weapons Mission – NA-10 (At-Risk Fee: 35%)

Successfully execute Nuclear Weapons mission work in a safe and secure manner accordance with DOE/NNSA Priorities, Program Control Document and Deliverables, and Program Implementation Plans. Integrate Pantex and Y-12 operations, while maintaining a DOE/NNSA enterprise-wide focus, to achieve greater impact on a focused set of strategic national security priorities. Provide defensible objective evidence.

Contributing Factors:

- CF-1.1 Accomplish work as negotiated with program sponsors and partners, achieving the expected level of quality to ensure safe, secure, reliable weapon performance, transportation, and cost effective operations.
- CF-1.2 Increase knowledge of the state of the stockpile, resulting from successful execution of the stockpile surveillance program and a robust scientific and engineering understanding for the delivery of the annual stockpile assessment.
- CF-1.3 Execute stockpile work to deliver stockpile system maintenance, production, limited-life component exchanges, weapon containers and dismantlements.
- CF-1.4 Demonstrate the application of new strategies, technologies, and scientific understanding to support stewardship of the existing stockpile and future stockpile needs.
- CF-1.5 Sustain and strengthen unique science and engineering capabilities, facilities and essential skills to ensure current and future Nuclear Weapons mission requirements will be met.
- CF 1.6 Execute product realization processes and activities in support of nuclear weapon life extension programs, modification and alterations in accordance with NNSA requirements and Nuclear Weapons Council guidance.

Site Specific Outcomes:

- 1.1 – Develop an effective and robust container/Packaging & Transportation program that meets mission needs at least cost. Demonstrate to NNSA that CNS has corrected the DPP-2 packaging structural modeling and analyses deficiencies to support packaging development as a design agency for the DPP-2
- 1.2 – Effectively implement the Federal Program Manager (FPM) defined Earned Value Management System and project controls tools on the W88 Alt 370 and B61-12 LEPs to execute the program and lower risks while providing detailed program status to FPM, including deployment of Management Reserve; and to implement an effective cost control process and develop opportunities for cost reduction
- 1.3 – Execute production readiness and production activities IAW the NNSA Integrated Master Schedule on the W88 Alt 370 and B61-12 LEPs while effectively utilizing project controls tools to meet scheduled deliverables
- 1.4 – Create and integrate the Uranium mission strategy and mission requirements document and optimize scope and performance of the contract to ensure long-term stewardship of the site and effective implementation of the UPF

PO-2: Reduce Global Nuclear Security Threats Mission – NA-20, NA-40, and NA-80 (At-Risk Fee: 10%)

Successfully execute authorized global nuclear security mission work in a safe and secure manner to include the Non-Proliferation, Emergency Operations and Counterterrorism missions. Integrate Pantex and Y-12 Operations, while maintaining an NNSA enterprise-wide focus, to achieve greater impact on a focused set of strategic national security priorities. Provide defensible objective evidence.

Contributing Factors:

- CF-2.1 Support efforts to remove, eliminate and minimize the use of proliferation-sensitive materials.
- CF-2.2 Support efforts to safeguard and secure materials, technologies, and facilities.
- CF-2.3 Support efforts to detect and prevent the illicit trafficking of nuclear/radiological materials, technology, information and expertise.
- CF-2.4 Provide R&D technology solutions for treaty monitoring, minimizing the use of proliferation-sensitive materials, and the application of safeguards and security.
- CF-2.5 Provide unique technical/policy solutions and develop programs/strategies to reduce nuclear/radiological dangers.
- CF-2.6 Demonstrate effective operations and implementation of policy for mission success in support of emergency management, incident response and nuclear forensics mission support capability.
- CF-2.7 Sustain and improve nuclear counterterrorism and counterproliferation science, technology, and expertise.

Site Specific Outcomes:

- 2.1 – Successfully execute Pilot Line demonstration products for the UMo project supporting reactor conversions
- 2.2 – Fully support emergency incident response operations to include managing and maintaining readiness for deployable response teams, training and developing new and existing staff to become qualified responders, supporting implementation of new technologies and capabilities to support mission, supporting Headquarters in the development of new and existing emergency management policies and practices, and integrating the Headquarters Emergency Management Team and Emergency Operations Center in responses, including exercises

PO-3: DOE and Strategic Partnership Project Mission Objectives – FOM (At-Risk Fee: 5%)

Successfully execute high-impact work for DOE and Strategic Partnership Project Mission Objectives safely and securely. Provide objective evidence that demonstrates the value of the work in addressing the strategic national security needs of the U.S. Government.

Contributing Factors:

- CF-3.1 Pursue and perform high impact work that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills.
- CF-3.2 Pursue and perform high-impact Strategic Partnership Projects that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills in support of future national security mission requirements.
- CF-3.3 Accomplish work within the budget profile, scope, cost, schedule, quality and risk negotiated with the program.

PO-4: Science, Technology, and Engineering (ST&E) – FOM (At-Risk Fee: 5%)

Successfully advance national security missions and advance the frontiers of ST&E in accordance with budget profile, scope, cost, schedule and risk while achieving the expected level of quality, safety and security. CNS will effectively manage the Plant Directed Research and Development (PDRD) and Technology Transfer programs to advance the frontiers of ST&E. Provide defensible objective evidence.

Contributing Factors:

- CF-4.1 Implement a research strategy that is clear and aligns discretionary investments (e.g., PDRD) with the research strategy and support DOE/NNSA priorities.
- CF-4.2 Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- CF-4.3 Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- CF-4.4 Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- CF-4.5 Perform research to accomplish the high priority, multi-year research objectives, advance ST&E, and develop technologies for the public good through technology transfer.

Site Specific Objective:

- 4.1 – Develop technology and transition plans to support Lithium and Uranium Strategies in support of customer expectations

PO-5: Operations and Infrastructure – FOM (At-Risk Fee: 35%)

Effectively and efficiently manage the safe and secure operations of Pantex and Y-12 while maintaining an NNSA enterprise-wide focus; demonstrate accountability for mission performance and management controls; assure mission commitments are met with high-quality products and services; and maintain excellence as a 21st century government-owned, contractor-operated facility.

Contributing Factors:

- CF-5.1 Deliver effective, efficient, and responsive environment, safety and health (ES&H) management and processes.
- CF-5.2 Accomplish capital projects in accordance with scope, cost, and schedule baselines.
- CF-5.3 Deliver effective, efficient, and responsive safeguards and security.
- CF-5.4 Maintain, operate and modernize the DOE/NNSA facilities, infrastructure, and equipment in an effective, energy efficient manner; including disposition of unneeded infrastructure and excess hazardous materials.
- CF-5.5 Deliver efficient, effective and responsible business operations, systems and information technology.
- CF-5.6 Deliver efficient and effective management of legal risk and incorporation of best legal practices.
- CF-5.7 Deliver effective, efficient, and responsive cyber security.

Site Specific Outcomes:

- 5.1 – Aggressively and responsibly manage Y-12 and Pantex infrastructure to deliver on cost efficiency savings while minimizing operational, security and safety risks and increasing the viable use of facilities and equipment in the best interest of the NNSA
- 5.2 – CNS will set viable goals, develop criteria and demonstrate tangible improvements in the discipline of operations across the key functional areas of Operations, Security, Maintenance, and Engineering at the Pantex and Y-12 plants
- 5.3 – Implement programs that promote the safe execution of nuclear and nuclear explosive safety (NES) operations. Documented Safety Analyses (DSA) reports will be developed and reviewed against the criteria derived from the DSA Improvement Plan. Technical Safety Requirements will be clear and concise. At Pantex, the NES program will be executed to support mission deliverables and the NNSA NES Program. At Y-12, CNS will execute Nuclear Criticality Safety Improvement plan commitments; develop a plan and show demonstrable, measurable progress in downgrading nuclear facilities; and Area 5 de-inventory/Material at Risk reductions
- 5.4 – Implement Safety Culture Sustainment Plan that includes Quality of Life workplace improvements that takes advantage of reinvestment opportunities. Complete a baseline safety culture assessment of employees and revise the Sustainment Plan to address any new issues.

PO-6: Leadership - (At-Risk Fee: 10%)

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, improving safety culture, the responsiveness of the CNS leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of Pantex, Y-12 and the Enterprise.

Contributing Factors:

- CF-6.1 Define and implement a realistic strategic vision for CNS, in alignment with the NNSA Strategic Plan, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
- CF-6.2 Promote a culture of critical self-assessment and transparency across all areas; instill a culture of accountability, responsibility, safety and performance through the entire organization; and coordinate/communicate these key issues and concerns to DOE/NNSA leadership.
- CF-6.3 Demonstrate performance results through the institutional utilization of the Management Assurance System and the leveraging of parent company resources and expertise.
- CF-6.4 Work selflessly within the DOE/NNSA complex to develop, integrate, and implement enterprise solutions that maximize program outputs at best value to the government; identify innovative business and management solutions that greatly improve enterprise-wide efficiencies.
- CF-6.5 Exhibit professional excellence in performing roles/responsibilities while pursuing opportunities for continuous learning.

Site Specific Outcomes:

- 6.1 – Support a seamless, effective contract transition for the SRTO option, if exercised.
- 6.2 - Develop and implement a Nuclear Security Enterprise (NSE) integration strategy consistent with NNSA objectives

APPENDIX J.

KEY PERSONNEL

CLIN 0001

Jim Haynes	Chief Executive Officer
Morgan Smith	Chief Operating Officer
Linda Bauer	Transformation Manager
Richard Goffi	Merger and Cost Savings Manager
Dave Beck	Program Integration Manager
Michael Beck	Mission Engineering Manager
Bill Tindal	Y-12 Site Manager
Michelle Reichert	Pantex Operations Manager
Rick Glass	Mission Assurance Manager
Darrell Graddy	Mission Support Manager
Maureen Mendez	Chief Financial Officer
Diane Grooms	Human Resources Manager

CLIN 0002

Brian Reilly	Project Director
Mike Pratt	Project Manager

APPENDIX K.
SMALL BUSINESS SUBCONTRACTING PLAN



U.S. Department of Energy
NNSA Production Office
Post Office Box 2050
Oak Ridge, Tennessee 37831-8009



October 16, 2014

Mr. B. (Skip) Shelton
Director, Supply Chain Management
Consolidated Nuclear Security, LLC
P.O. Box 2009
Oak Ridge, Tennessee 37831-8004

Dear Mr. Shelton:

CONTRACT NO DE-NA0001942, FISCAL YEAR 2015 SMALL BUSINESS SUBCONTRACTING GOALS

The Consolidated Nuclear Security, LLC (CNS) Fiscal Year (FY) 2015 small business subcontracting goals are approved based on the procurement based of \$400,000,000.

<u>FY 2015 Goals</u>	
Small Business	65%
Small Disadvantaged Business	10%
Woman-Owned Business	10%
HUBZone	4%
Veteran-Owned Business	4%
Service Disabled Veteran-Business	3%

If you have any questions, please contact me at (865) 241-3917 or at my alternate number at (865) 576-4220.

Sincerely,

Connie D. Bayless
Contracting Officer
NNSA Production Office

cc:

Jill Albaugh, NPO-50
Leticia Barela, APM-13.1, ALB
Janice Brashears, NPO-50
Michael Bocskovits, UPO
Frank G.E. Cruz, NPO-50
Phil Kirby, UPO
Seb Klein, NPO-50
Becky Tracy, NPO-50
Tom Vereb, NPO-50

SECTION J
APPENDIX N
LIST OF APPLICABLE DIRECTIVES

September 2015

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below.

Reference Document	Title
AL56XB	Development and Production Manual
ASME NQA-1 2008, 2009 Addenda, 1b 2011	Quality Assurance Requirements for Nuclear Facility Application
Baseline Security Procedure for NNSA SAP (Applies to Y-12 Only)	Baseline Security Procedure for NNSA SAP
DOE-DTRA-TP 50-2	Procedures for the Use and Control of Logistics Material for Permissive Action Link (PAL) Equipped Weapons (U)
DOD TB 700-2	DOD Ammunition and Explosives Hazard Classification Procedures
DOE O 130.1	Budget Formulation
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board (DNFSB)
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visits and Assignment Program
DOE O 150.1A	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 205.1B Chg 3	Department of Energy Cyber Security Program
DOE M 205.1-3 Admin Chg 1	Telecommunication Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
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 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy
DOE O 227.1	Independent Oversight Program

Reference Document	Title
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting
DOE O 232.2 Admin Chg 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Admin Chg 1	Records Management Program
DOE O 252.1A Admin Chg 1	Technical Standards Program
DOE O 325.2	Position Management and Classification
DOE O 341.1A	Federal Employee Health Services
DOE O 350.2B	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC Area
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials
DOE O 412.1A, Admin Chg 1	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Admin Chg 1	Quality Assurance
DOE O 415.1 Admin Chg 1	Information Technology Project Management
DOE O 420.1C	Facility Safety
DOE G 420.1-1A	Nonreactor Nuclear Safety Design Guide for use with DOE O 420.1C Facility Safety
DOE O 422.1 Admin Chg 2	Conduct of Operations
DOE O 425.1D Admin Chg 1	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Admin Chg 1	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B Admin Chg 2	Real Property and Asset Management
DOE O 433.1B Admin Chg 1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 1	Radioactive Waste Management
DOE M 435.1-1 Admin Chg 2	Radioactive Waste Management Manual
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
DOE O 436.1	Departmental Sustainability
DOE O 440.2C Admin Chg 1	Aviation Management and Safety
DOE M 441.1-1	Nuclear Material Packaging Manual
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
DOE O 443.1B	Protection of Human Research Subjects

Reference Document	Title
DOE O 452.1E	Nuclear Explosive and Weapon Surety Program
DOE O 452.2E	Nuclear Explosive Safety
DOE O 452.3	Management of DOE Nuclear Weapons Complex
DOE O 452.4B	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.7	Protection of Use Control Vulnerabilities and Designs
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE O 458.1 Admin Chg 3	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
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE O 462.1 Admin Chg 1	Import and Export of Category 1 and 2 Radioactive Sources and Aggregate Quantities
DOE O 470.3B	Graded Security Protection (GSP) Policy
DOE O 470.4B Admin Chg 1	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Admin Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Admin Chg 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.5	Special Access Programs
DOE O 471.6 Admin Chg 2	Information Security
DOE O 472.2 Chg 1	Personnel Security
DOE O 473.3	Protection Program Operations
DOE O 474.2 Admin Chg 3	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE M 481.1-1A Chg 1	Reimbursable Work for Non-Federal Sponsors Process Manual
DOE O 483.1A	DOE Cooperative Research and Development Agreements
DOE O 484.1, Admin Chg 2	Reimbursable Work for the Department of Homeland Security
DOE O 522.1A, Admin Chg 1	Travel Policy and Procedures

Reference Document	Title
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 580.1	Department of Energy Personal Property Management Program
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE-STD-1020-2012	DOE Standard – Natural Phenomena Hazard Analysis and Design Criteria for Department of Energy Facilities
DOE-STD-1027-1992, Chg Notice 1	DOE Standard – Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports
DOE- STD-1066-2012	DOE Standard – Fire Protection
DOE-STD-1070-94 (Reaffirmed July 2014)	DOE Standard – Criteria for Evaluation of Nuclear Facility Training Programs
DOE-STD-1073-2003	DOE Standard – Configuration Management Program
DOE-STD-1090-2011	DOE Standard - Hoisting and Rigging
DOE-HDBK-1092-2013	DOE Handbook - Electrical Safety
DOE-STD-1186-2004	DOE Standard - Specific Administrative Controls
DOE-STD-1189-2008	DOE Standard – Integration of Safety into the Design Process
DOE-STD-1195-2011	DOE Standard – Design of Safety Significant Safety Instrumented Systems Used at DOE Non-Reactor Nuclear Facilities
DOE-STD-1212-2012	DOE Standard - Explosives Safety
DOE-STD-3007-2007	DOE Standard – Guidelines for Preparing Criticality Safety Evaluations of Department of Energy Non-Reactor Nuclear Facilities
DOE-STD-3009-1994	DOE Standard – Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analyses
DOE-NA-STD-3016-2006	DOE Limited Standard – Hazard Analysis Reports for Nuclear Explosive Operations
DOE-STD-3020-2005	DOE Standard - Specification for HEPA Filters Used by DOE Contractors
DOE-STD-3024-2011	DOE Standard – Content of System Design Descriptions
DOE-STD-3025-2007	DOE Standard – Quality Assurance Inspection and Testing of HEPA Filters
DOE Technical Manual DOE-SNL-TYPEBARG-REV2-CHNG0	Procedures for Type-A, Type-B, ARG, and Miscellaneous Containers Transported in Safeguards Transporter
EP-401075 Issue D	Electrical Testers for Nuclear Explosives
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12333	U. S. Intelligence Activities
Executive Order 12898	Environmental Justice

Reference Document	Title
Executive Order 13186	Responsibilities of Federal Agencies to Protect Migratory Birds
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13513	Federal Leadership on Reducing Text Messaging While Driving
Executive Order 13556	Controlled Unclassified Information
Joint DOE/DoD Technical Publication 45-51B	Transportation of Nuclear Weapons Material
NFPA Codes and Standards	NFPA Codes and Standards
NHPA CRMP (September 2013)	Comprehensive Cultural Resource Management Plan for Pantex
NNSA BOP 001.311	NNSA Budget Validation Process
NNSA BOP 001.5	Management & Operating Contractor Employment Reporting
NNSA BOP 06.01, Admin Chg 1	Value Management
NNSA Policy Letter: NAP-14.1-C, Chapter VII	NNSA Baseline Cyber Security Program
NNSA Policy Letter: NAP-14.1-D	Baseline Cyber Security Program
NNSA Policy Letter: NAP-14.3-B	Transmission of Restricted Data over Secret Internet Protocol Router Network (SIPRNet)
NNSA Policy Letter: NAP-21	Transformational Governance and Oversight
NNSA Policy Letter: NAP-23, Admin Chg 1	Atomic Energy Act Control of Import and Export Activities
NNSA Policy Letter: NAP-24 Atomic Energy Act Control of Import and Export Activities	DOE/NNSA Weapon Quality Policy
NNSA Policy Letter: NAP-25, Admin Chg 1	Management and Operating Contractor Business Meals and Light Refreshment
NPO Procedure - NPO-SD-3.4.3 (Applies to Pantex Only)	Conducting Readiness Reviews of Hazardous Non-Nuclear Facilities and Activities
NNSA Quality Plan 100-1 (QP-100) – The 1985 US/UK Mutual Defense Agreement, as Amended	Quality Plan 100-1
NNSA Supplemental Directive - NA-1 SD 226.1A	Line Oversight and Contractor Assurance System Supplemental Directive
NNSA Supplemental Directive - NA SD O 350.1	Management and Operating Contractor Service Credit Recognition
NNSA Supplemental Directive - NA SD 350.2 Rev 1	Use of M&O Contractor Employees for Services to the NNSA in the Washington DC Area
NNSA Supplemental Directive - NNSA SD 452.2	Nuclear Explosive Safety Evaluation Processes
NNSA Supplemental Directive - NA SD M 452.3-1	Defense Programs Business Requirements and Processes Manual
NNSA Supplemental Directive - NNSA SD 473.3	Enterprise Mission Essential Task List-based Protective Force Training Program
NNSA Supplemental Directive - NNSA SD G 1027, Admin Chg 1	Guidance on Using Release Fraction and Modern Dosimetric Information Consistently with DOE STD 1027-

Reference Document	Title
	92, Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, "Nuclear Safety Analysis Reports, Change Notice No. 1
ORR PCB FFCA	Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement
PSLM	Primary Standards Lab Memo
Requirements Modernization and Integration (RMI) Project Approved Federal Requirements (For additional implementing information on NNSA directives, visit the RMI Explorer Portal @ https://rmi.sandia.gov/Pages/Home.aspx)	R001, Issue C1: Product Realization R002, Issue B4: RMI System Management R003, Issue B1: Product Definition Control R006, Issue C1: 6.X Process R007, Issue A4: DSW Program Funding Within PPBE Process R008, Issue A3: Portfolio-Program-Project Management R009, Issue A4: Risk and Opportunity Management R010, Issue A4: Enterprise Need to Know R012, Issue A6: Requirements Engineering

Reference Document	Title
Technical Business Practice (TBP) Infrastructure Business Practices (IBPs) TBP-PRP, Issue F: Product Realization Process TBP-000, Issue F: Program Management TBP-001, Issue C: Major Assembly Release System TBP-101, Issue J: Engineering Evaluation Process TBP-200, Issue F: Product Identification and Traceability TBP-201, Issue D: Weapon Identification Systems and Marking Criteria TBP-202, Issue E: Record of Assembly and Disassembly IBP-202, Issue B: Record of Assembly and Disassembly TBP-203, Issue E: Weapon Record Cards (Addendum: NNSA Memorandum, <i>Request for Pantex Actions to Continue support of Electronic Inspection Record Cards (IRC)</i> , dated November 30, 2007) TBP-305, Issue D: Configuration of Type Weapons TBP-306, Issue F: Software Product Processes TBP-307, Issue E: Use of Mechanical Models in the Product Realization Process TBP-308, Issue A: Computer-Aided Design Process for Electrical Products IBP-401, Issue A: Product Definition Exchange Process TBP-402, Issue G: Product Control TBP-404, Issue G: Engineering Authorization System IBP-404, Issue C: Engineering Authorization System TBP-500, Issue D: Records Management TBP-700, Issue F: Product Acceptance and Control of Nonconformance TBP-701, Issue E: Acceptance Equipment Interfaces TBP-702, Issue G: Nonconforming Material TBP-703, Issue D: Product Reprocessing and Reworking TBP-704, Issue D: Evaluation and Disposition of Discrepant Weapon Material TBP-800, Issue G: Stockpile Management TBP-801, Issue E: Laboratory and Flight Test Material TBP-803, Issue G: Non-Nuclear Assurance Program TBP-804, Issue F: Stockpile Support Material TBP-805, Issue F: Repair and Retrofit of Weapons and Ancillary Equipment TBP-901, Issue B: Integrated Safety Process for Nuclear Weapons Operations and Facilities TBP-908, Issue A: Hazard Analysis and Weapon Response	Technical Business Practice (TBP) Infrastructure Business Practices (IBPs)
RM 257945	AL-R8 Pit Matrix Requirements
YSO-CRD-03-01 (Applies to Y-12 Only)	Startup and Restart of Operations, Activities, and Facilities at Y-12 including Safety Basis Document Implementation (Applicable until such time that decision on incorporating into NPO-SD-3.4.3 is decided.)
YSO-CRD-09-01 (Applies to Y-12 Only)	Projects Contractor Requirements Document (CRD)

(A) Implementation of applicable directives.

- (1) The Contractor shall submit an implementation plan to the Contracting Officer when required by the directive or other instruction of the Contracting Officer and within 60

days of the effective date of the Contract or acceptance of the directive after the effective date of the Contract.

- (2) The Contracting Officer will approve or disapprove the plan and notify the Contractor of the decision. If the Contracting Officer disapproves the plan, he/she shall clearly identify all deficiencies and provide reasonable suggestions for making the plan acceptable. Within 30 days after notification of the disapproval of a plan, the Contractor shall submit to the Contracting Officer the revised plan for approval as described above.
- (3) During the process of implementation, the Contractor will notify the Contracting Officer if modifications to the plan are required for any reason. The Contracting Officer will consider all such requests and will not unreasonably withhold his/her approval to modify such plans when circumstances warrant modification.

- *End of Appendix* -

APPENDIX P.

**SPECIAL FINANCIAL INSTITUTION AGREEMENT FOR USE WITH THE
PAYMENTS-CLEARED FINANCING ARRANGEMENT**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED
FINANCING ARRANGEMENT**

Agreement entered into this 30th day of December, 2014, between the UNITED STATES of AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Consolidated Nuclear Security, LLC, a limited liability company existing under the laws of the State of Delaware, (hereinafter referred to as the Contractor) and SunTrust Bank, a financial institution corporation existing under the laws of the State of Georgia, with regional offices located at 9950 Kingston Pike, Knoxville, Tennessee (hereinafter referred to as the Financial Institution).

RECITALS

- a) On the effective date of January 8, 2013, DOE and the Contractor entered into Agreement No. DE-NA0001942 (the Contract) providing for the transfer of funds on a payments-cleared basis.
- b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by U.S. Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10). These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.
- c) The special demand deposit account shall be designated: Consolidated Nuclear Security, LLC Government Fund Account #1 (Master Account). Any ancillary accounts that may later be established will be designated in the same manner but will have a separate number followed by a subtitle denoting their purpose, e.g., "GF # 2, Payroll."

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

3. DOE, or its authorized representatives (including Contractor), shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement or as otherwise retained by the Financial Institution in accordance with its standard document retention policies which comply with applicable regulations.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

Jill Y. Albaugh, Contracting Officer
U.S. Department of Energy, NNSA
NNSA Production Office
301 Bear Creek Road
Oak Ridge, TN 37830

The Financial Institution shall simultaneously send a copy of any such notice to Contractor at:

Maureen Mendez, Chief Financial Officer
Consolidated Nuclear Security, LLC
P.O. Box 2009, Mail Stop 8015
Oak Ridge, TN 37831-8015

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Payments Cleared Financing Arrangement solicitation dated September 9, 2014 and the Financial Institution's bid in response to such solicitation dated October 9, 2014. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement, including any option periods. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

If, for reasons beyond the Financial Institution's control, the Financial Institution does not receive or reasonably anticipates not receiving same-day reimbursement or the daily funding draw as contemplated in this Agreement, or if the Financial Institution is otherwise notified by the Contracting Officer that funding is not available for reimbursement or payment, the Financial Institution is authorized to withhold distributing payment until confirmation from the Contracting Officer is received that funding is available to cover the required payments.

6. The Financial Institution shall post collateral in accordance with 31 CFR Part 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of three (3) years, beginning on the first (1st) day of January, 2015 and ending on the thirty-first (31st) day of December, 2017. Contained within this Agreement are two (2) additional one (1) year options to extend the Agreement. Contractor may exercise the first option by giving the Financial Institution written notice no later than November 30, 2017. If Contractor exercises that option, it may then exercise the second option by giving the Financial Institution written notice no later than November 30, 2018.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital (a) between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution. Thereafter, a subsequent agreement, based upon this Agreement, may be entered into between DOE, the new "replacement" contractor, and the Financial Institution to continue to the original term of this Agreement if all of the parties to this Agreement, including the "terminating" contractor, agree.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's Special demand deposit account for an additional 90-day period to clear outstanding payment items. This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)


All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are attached to and incorporated herein together with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of ten pages, including attachments and the signature pages, to be executed as of the day and year first above written.

1-30-2015
Date Signed

By: Jill Y. Albaugh
(Typed Name of Contracting Officer)

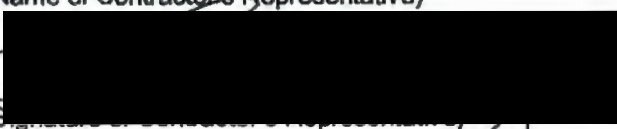

(Signature of Contracting Officer)

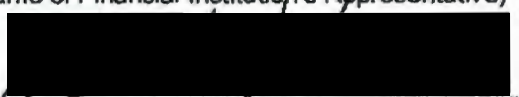
Consolidated Nuclear Security, LLC
(Name of Contractor)

SunTrust Bank
(Name of Financial Institution)

By: Maureen M. Mendez
(Name of Contractor's Representative)

Eric M. Anderson
(Name of Financial Institution's Representative)


(Signature of Contractor's Representative)


(Signature of Financial Institution's Representative)

Chief Financial Officer
(Title)

First Vice President
(Title)

301 Bear Creek Road, Oak Ridge, TN 37830
(Address)

9950 Kingston Pike, Knoxville, TN 37922
(Address)

12/30/14
(Date Signed)

1-19-15
(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same office shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Maurice W. Hernandez certify that I am the CFO of Consolidated Nuclear Security, LLC, which is named as the Contractor herein; that, Maurice W. Hernandez who signed this Agreement on behalf of the Contractor, was then CFO of said Contractor and that said Agreement was duly signed for and in behalf of said Contractor by authority of its governing body and is within the scope of its corporate powers.



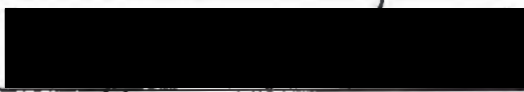
(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Eugene S. Hine certify that I am the Senior Financial Officer of SunTrust Bank, the corporation named as Financial Institution herein; that Eric M. Anderson who signed this Agreement on behalf of the Financial Institution, was then 1st Vice President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



(Corporate Seal) (Signature)

ATTACHMENT 1

TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The financial institution makes the following technical representations and certifications as part of its proposal to Consolidated Nuclear Security, LLC to service under a payments cleared financing arrangement.

(Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

- a. The financial institution is a () national chartered financial institution
(X) State chartered financial institution organized and existing in the State of
GA.
- b. The financial institution (X) maintains () does not maintain an account with a
Federal Reserve Bank.
- c. The current () Federal () State time deposit reserve requirement for the
financial institution is ___ %.

A depository institution's reserve requirements vary by the dollar amount of net transaction accounts held at that institution. Effective December 29, 2011, institutions with net transactions accounts:

- **Of less than \$12.4 million have no minimum reserve requirement;**
- **Between \$12.4 million and \$79.5 million must have a liquidity ratio of 3%;**
- **Exceeding \$79.5 million must have a liquidity ratio of 10%.¹²¹**

d. The financial institution insures each time account for \$250,000 under federally approved deposit insurance (X) Yes () No. Deposits are insured by a Government deposit insurance organization approved by the Department of the Treasury (a list of approved insurance organizations is attached to this form). If no, explain:

e. The financial institution has direct online access to the Federal Reserve Communications System (FRCS). (X) Yes () No. If no, explain:

f. To receive same-day credit from the Federal Reserve, the financial institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 4 p.m. eastern time.

SunTrust Bank will ascertain the total as done today. However, the Bank looks forward to working with the client to put in place the most mutually beneficial method of determining the daily settlement totals in the future.

2. Minority Business Enterprises

Does the financial institution operate as a minority- or woman-owned business enterprise with at least 50-percent ownership by minority group or women members? () Yes (X) No. (For present purposes, minority group members are African Americans, Hispanic Americans, Asian Americans, American Indians, Caucasian Women, Eskimos, and Aleuts.)

3. Technical

- a. Does the financial institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the contractor as stated in the "Schedule of Financial Institution Processing Charges"?

Service: (X) Yes () No

Reconciliation: (X) Yes () No

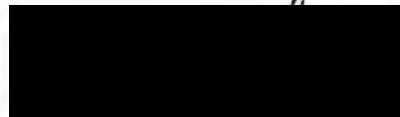
- b. What is the highest number of payments serviced and reconciled for a single account? Over 1 Million

Service: CPR & ARP

Reconciliation: Yes

10-8-14
Date Signed

By: Eric Anderson
(Typed name of Contracting Officer)



(Signature of Contracting Officer)

ATTACHMENT 2

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Name of Financial Institution: SunTrust Bank

Proposal Prepared by: Barbara Mahaffey

Date: October 2014 Effective Jan 2015 - Jan 2020

Service	Estimated Monthly Volume (1st 9 Months)	Proposed Monthly Price	Estimated Monthly Total	Estimated Monthly Volume beginning October 1, 2015	Proposed Monthly Price	Estimated Monthly Total
Account Maintenance - Monthly	4	\$17.00	\$68.00	5	\$17.00	\$85.00
Insufficient Funds Items	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Electronic Credits Posted (ACH Returns) ACH RETURNS BELOW	3	\$0.11	\$0.33	3	\$0.11	\$0.33
Items Paid Not Enclosed	0	\$0.17	\$0.00	0	\$0.17	\$0.00
Items Paid Enclosed	0	\$0.20	\$0.00	0	\$0.20	\$0.00
Unavailable Funds Items	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Electronic Debits Posted	70	\$0.11	\$7.70	70	\$0.11	\$7.70
Other Miscellaneous Debits	0	\$0.11	\$0.00	0	\$0.11	\$0.00
Overdraft Items Paid	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Credit Reference-Manual	0	\$15.00	\$0.00	0	\$15.00	\$0.00
Items Deposited	0	\$0.11	\$0.00	49	\$0.11	\$0.00
Check Cashing Fee	0	\$0.00	\$0.00	0	\$0.00	\$0.00
SUBTOTAL			\$78.03			\$93.03
ZBA Master Account	1	\$25.00	\$25.00	1	\$25.00	\$25.00
ZBA Sub Account	3	\$10.00	\$30.00	3	\$10.00	\$30.00
SUBTOTAL			\$55.00			\$55.00
Controlled Payment-Mth Maint	2	\$100.00	\$200.00	2	\$100.00	\$200.00
Control Payment-Checks Paid	1008	\$0.11	\$110.88	1818	\$0.11	\$199.98
Controlled Payment-Mismatches	0	\$1.00	\$0.00	0	\$1.00	\$0.00
Controlled Pymt Issues - Bank Created	0	\$15.00	\$0.00	0	\$15.00	\$0.00
Controlled Pymt Trans to Bank (per Trans)	19	\$8.00	\$152.00	19	\$8.00	\$152.00
Controlled Pymt Trans to Bank (per Record)	1008	\$0.01	\$10.08	1818	\$0.10	\$18.18
Returned Item	0	\$10.00	\$0.00	0	\$10.00	\$0.00
SUBTOTAL			\$473.08			\$576.16
Partial Recon- Base Fee	2	\$60.00	\$120.00	2	\$60.00	\$120.00
Account Recon D/T to Client (Per Trans)	3	\$8.00	\$24.00	3	\$8.00	\$24.00
Account Recon D/T to Client (Per Record)	1003	\$0.01	\$10.03	1812	\$0.01	\$18.12
SUBTOTAL			\$154.03			\$162.12
Images Per Item	1009	\$0.04	\$40.36	1818	\$0.04	\$72.72
Other storage media	0	\$0.00	\$0.00	0	\$0.00	\$0.00
GD ROM PREMIUM CD	1	\$30.00	\$30.00	1	\$30.00	\$30.00
SUBTOTAL			\$70.36			\$102.72
Check Print Maint- Same Day	1	\$100.00	\$100.00	1	\$100.00	\$100.00
Check Print - per Item	0	\$0.00	\$0.00	0	\$0.00	\$0.00
EPP Ck Print Express Mail	0	\$0.00	\$0.00	0	\$0.00	\$0.00
EPP Data Trans to STI Per File	11	\$5.00	\$55.00	11	\$5.00	\$55.00
EPP Data Trans to STI-Records	48805	0.003	\$140.42	48805	0.003	\$140.42
SUBTOTAL			\$295.42			\$295.42
ACH Monthly Maintenance	2	\$8.00	\$16.00	2	\$8.00	\$16.00
ACH Calendar Monitoring Fee	1	\$20.00	\$20.00	1	\$20.00	\$20.00
ACH File Transmissions, Self	38	\$8.00	\$351.00	45	\$9.00	\$405.00
ACH File Transmissions, Vendor File	12	\$9.00	\$108.00	12	\$9.00	\$108.00
Consumer PPD Debits Originated	1	\$0.04	\$0.04	1	\$0.04	\$0.04
Consumer PPD Credits Originated	17297	\$0.04	\$681.88	30815	\$0.04	\$1,232.60
ACH Addenda Orig	3708	\$0.02	\$74.16	3708	\$0.02	\$74.16
Corp Credits Orig CCD,CCD+CTX	785	\$0.04	\$30.60	785	\$0.04	\$30.60
ACH Reversals - Item	1	\$3.00	\$3.00	1	\$3.00	\$3.00
International Credits Orig (IAT)	1	\$0.04	\$0.04	1	\$0.04	\$0.04
International Debit Originated (IAT)	0	\$0.04	\$0.00	0	\$0.04	\$0.00
ACH Return Item	2	\$3.00	\$6.00	2	\$3.00	\$6.00
ACH Deletions Batch or File	0	\$10.00	\$0.00	0	\$10.00	\$0.00
ACH Deletions - Item	0	\$10.00	\$0.00	0	\$10.00	\$0.00
ACH Exception Processing	0	\$0.00	\$0.00	0	\$0.00	\$0.00
ACH NOC Item	4	\$0.00	\$0.00	4	\$0.00	\$0.00
SUBTOTAL			\$1,300.74			\$1,887.46
Fraud Cntrl Monthly Maintenance	2	\$17.50	\$35.00	2	\$17.50	\$35.00
SUBTOTAL			\$35.00			\$35.00
EDI Monthly Maintenance- Origination	3	\$105.00	\$315.00	3	\$105.00	\$315.00
EDI Origination Per 1000 Characters	443	\$0.50	\$221.50	443	\$0.50	\$221.50
EDI Auto D/T to Bank/Transactions	27	\$6.00	\$162.00	27	\$6.00	\$162.00
EDI Auto D/T to Bank/Records	7571	\$0.01	\$75.71	7571	\$0.01	\$75.71

ATTACHMENT 2

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

EDI Translated Rpt-per Item (ACH Debits)	33	\$1.00	\$33.00	33	\$1.00	\$33.00
EDI Translated Rpt-Faxed Pages	33	\$1.00	\$33.00	33	\$1.00	\$33.00
SUBTOTAL			\$66.00			\$66.00
Wire Trf Monthly Maint/Acct	1	\$5.00	\$5.00	1	\$5.00	\$5.00
W/T Out Rep/Seml (Oper Assist)	21	\$8.00	\$168.00	21	\$8.00	\$168.00
Draw Down Request	21	\$5.00	\$105.00	21	\$5.00	\$105.00
W/T Branch/Dept Initiated	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Out Repetitive	31	\$8.00	\$248.00	31	\$8.00	\$248.00
Internal Wire Transfer Credit	0	\$2.50	\$0.00	0	\$2.50	\$0.00
W/T Out Non-Repetitive	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Internal Repetitive	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Tracer/Reverse	0	\$20.00	\$0.00	0	\$20.00	\$0.00
W/T Incoming	21	\$5.00	\$105.00	21	\$5.00	\$105.00
SUBTOTAL			\$651.00			\$651.00
INFO RPTG Maintenance Fee	1	\$60.00	\$60.00	1	\$60.00	\$60.00
PRIOR DAY Service/Per Month	1	\$5.00	\$5.00	1	\$5.00	\$5.00
PRIOR DAY Acct Maint/Per Acct	4	\$5.00	\$20.00	4	\$5.00	\$20.00
PRIOR DAY Detail/ Per Item	1299	\$0.03	\$38.97	1299	\$0.03	\$38.97
SAME DAY Service / Per Month	1	\$5.00	\$5.00	1	\$5.00	\$5.00
SAME DAY Acct Maint/Per Acct	4	\$5.00	\$20.00	4	\$5.00	\$20.00
SAME DAY Detail/Per Item	147	\$0.03	\$4.41	147	\$0.03	\$4.41
Special Report Service/ Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
ACH Transmission Report/Per Day	12	\$1.00	\$12.00	12	\$1.00	\$12.00
Controlled Payments - Report(s)/Per Day	21	\$1.00	\$21.00	21	\$1.00	\$21.00
Stop Service / Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Stop Payment/ Per Stop	0	\$8.00	\$0.00	2	\$8.00	\$0.00
ACH Service / Per Month	1	\$20.00	\$20.00	1	\$20.00	\$20.00
ACCT Transfer Service/Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Acct Transfer / Per Transfer	2	\$0.00	\$0.00	2	\$0.00	\$0.00
Online Image Maintenance	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Wire Service / Per Month	1	\$15.00	\$15.00	1	\$15.00	\$15.00
Image Acct Maint/Per Mo	4	\$0.00	\$0.00	4	\$0.00	\$0.00
Image Item Retrieval/Per Image	7	\$0.75	\$5.25	7	\$0.75	\$5.25
SUBTOTAL			\$226.83			\$226.83
Int Wire out Non-Repetitive USD	4	\$5.00	\$20.00	4	\$5.00	\$20.00
SUBTOTAL			\$20.00			\$20.00
TOTAL ESTIMATED MONTHLY CHARGES			\$4,178.30			\$4,919.78

NOTES:

- Please include any additional services and/or fees necessary to cover all services required by the Statement of Work. Prices for services not listed above which the institution believes are pertinent should be listed on a separate sheet along with the estimated quantities and total price for the service.
- The quantities set forth in this document are estimates only. Estimated quantities will be deleted in any resulting agreement. There will be no adjusting of unit prices due to variations from bid quantities.

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Name of Financial Institution: SunTrust Bank

Proposal Prepared by: Barbara Mahaffey

Date: October 2014 Effective Jan 2015 - Jan 2020

Service	Estimated Monthly Volume (1st 9 Months)	Proposed Monthly Price	Estimated Monthly Total	Estimated Monthly Volume beginning October 1, 2015	Proposed Monthly Price	Estimated Monthly Total
Deposits Credited	0	\$0.80	\$0.00	\$0.80	\$0.80	\$0.00
Deposit Correction	0	\$5.00	\$0.00	\$5.00	\$5.00	\$0.00
Corp DEBITS Orig CCD, CCD+ & CTX	0	\$0.04	\$0.00	\$0.04	\$0.04	\$0.00
W/T Out Non-Rep (Oper Assist)	0	\$8.00	\$0.00	\$8.00	\$8.00	\$0.00
W/T Internal Non-Rep OTM Wire	0	\$8.00	\$0.00	\$8.00	\$8.00	\$0.00
Int'l W/T Traces/Reversal/Amend	0	\$25.00	\$0.00	\$25.00	\$25.00	\$0.00
Branch Cash OTC Deposit/\$1,000	0	\$2.00	\$0.00	\$2.00	\$2.00	\$0.00

Appendix R

LIST OF CONTRACTING OFFICER'S REPRESENTATIVES

September 2015

Contracting Officer's Representative (COR)

Alternate Contracting Officer's Representative (ACOR)

<u>Name</u>	<u>Title</u>	<u>COR/ACOR</u>	<u>Functional Area</u>
CLIN 0001			
Beausoleil, Geoffrey L.	Manager	COR	All Assistant Manager's Functional Area(s): Senior Scientific and Technical Advisor; Operations Management; Business & Contract Management; Safeguards & Security; Nuclear Safety & Engineering; Environment, Safety, Health & Quality; Programs & Projects
Robbins, Teresa	Deputy Manager	COR	All Assistant Manager's Functional Area(s): Senior Scientific and Technical Advisor; Operations Management; Business & Contract Management; Safeguards & Security; Nuclear Safety & Engineering; Environment, Safety, Health & Quality; Programs & Projects
Ivey, Ken	Senior Scientific Technical Advisor	COR	All technical and scientific functions, including matters relating to the DNFSB and other high-level advisory organizations regarding NPO; weapon program design agencies; startup/restart and operational readiness review/readiness assessments.
DeSerisy, Lloyd	Assistant Manager for Business & Contract Management	COR	All Business and Contract Management functions to include but not limited to Budget, Finance, Internal and External Audit, Supply Chain Management, Interagency Work, Information Technology and Contractor Human Resources. Authority should include providing program direction, initiating timely work authorizations, and performing oversight and contract administration of the aforementioned areas.

<u>Name</u>	<u>Title</u>	<u>COR/ACOR</u>	<u>Functional Area</u>
Brashears, Janice	Deputy Assistant Manager for Business & Contract Management	COR	All Business and Contract Management functions to include but not limited to procurement and contracts, budget formulation and execution, directives, Performance Evaluation Plan (PEP) fee process, audits, information technology, employee concerns and cost savings validation.
Tracy, Becky	Deputy Assistant Manager for Business & Contract Management	COR	All Business and Contract Management functions to include but not limited to procurement and contracts, budget formulation and execution, directives, Performance Evaluation Plan (PEP) fee process, audits, information technology, employee concerns and cost savings validation.
Hoar, Kenneth	Assistant Manager for Nuclear Safety & Engineering	COR	All nuclear and criticality safety functions, including safety basis, criticality safety, nuclear explosives safety, and vital safety systems.
Goss, James	Nuclear Safety & Engineering	ACOR	All nuclear and criticality safety functions, including safety basis, criticality safety, nuclear explosives safety, and vital safety systems.
Kellogg, Del W.	Classification Officer, Safeguards & Security	COR	All Safeguards and Security functions to include, but not limited protection program management, physical security, protective force operations, information protection, personnel security, cyber security, material control and accountability and the Nuclear Incident Response Program.
Alvarado, Carlos	Assistant Manager for Operations Management	COR	All facility operations to include, but not limited to nuclear facility operations, site occurrences, conduct of operations program, activity-level work control, facility and site management and maintenance programs.
Afong, Scotty	Deputy Assistant Manager for Operations Management	COR	All facility operations to include, but not limited to nuclear facility operations, site occurrences, conduct of operations program, activity-level work control, facility and site management and maintenance programs.

<p>Padilla, Mark</p>	<p>Assistant Manager for Program & Projects</p>	<p>COR</p>	<p>All programmatic and project activities to include, but not limited to Directed Stockpile Work Readiness in Technical Basis and Facilities, Facilities and Infrastructure Recapitalization Program, Work for Others, Naval Reactors, Nuclear Nonproliferation, Campaigns, Packaging and Transportation, Nuclear Material Management, Plant Direct Research and Development and the preparation of strategic planning documents. Additional activities include infrastructure planning, energy sustainment, explosives program, start-up and restart activities, capital line items, expense projects and GPD/GPP.</p>
<p>Morris, Susan</p>	<p>Assistant Manager for Environment, Safety, Health & Quality</p>	<p>COR</p>	<p>All ESH&Q activities, which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).</p>

Hitson, Mary Helen	Deputy Assistant Manager for Environment, Safety, Health & Quality	COR	<p>All ESH&Q activities, which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).</p>
Snider, Craig	Deputy Assistant Manager for Environment, Safety, Health & Quality	COR	<p>All ESH&Q activities, which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of</p>

			ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).
Slack, Terri L.	Site Counsel	COR	Oversight of all legal matters, including the administration of 10 CFR 719, Contractor Legal Management Requirements.
Warner, Larry D	Site Counsel	COR	Oversight of all legal matters, including the administration of 10 CFR 719, Contractor Legal Management Requirements.
Beard, Anna	Federal Project Director	COR	Ongoing programmatic and project activities to but not limited to Nuclear Facility Risk Reduction Project, American Recovery and Reinvestment Act, Emergency Operations Center and Lithium Production Capability.
Clark, Amanda	Federal Project Director	COR	Is limited to providing program direction on the High Explosive Pressing Facility (HEPF) and High Explosive Science & Engineering (HES&E) project-related functions to include, but not limited to project controls, engineering, contracting/subcontracting, cost accounting/reporting, project management, program management, startup team activities, warranty work coordination/support, utility support, testing/commissions, and readiness verification activities.
Thompson, Michael	Assistant Deputy Administrator for Major Modernization Programs NA-19	COR	All Major Modernization Programs to include but not limited to providing program direction on initiating timely work authorization, and performing oversight activities for Life Extension.
Stenseth, William L.	Director, Office of Field Financial Management	COR	All financial and allotment related services to include but not limited to accounting, administrative control of

			funds and distribution and related budget execution, financial oversight, and financial reporting.
Roundtree-McClennan, Eileen	Deputy Director, Office of Field Financial Management	COR	Activities for all financial and allotment related services to include but not limited to accounting, administrative control of funds and distribution and related budget execution, financial oversight, and financial reporting.
Sandoval, Nick A.	Office of Field Financial Management	COR	Providing program direction, initiating timely work authorizations, and performing oversight activities for the Secure Transportation Asset in the Office of Secure Transportations.

CLIN 0002			
Christenson, Dale E.	UPF Federal Project Director NA-APM-1	COR	CLIN 0002 Uranium Processing Facility Project Management
Folden, Laurie E.	UPF Deputy Federal Project Director, NA-APM-1.3	COR	CLIN 0002 Uranium Processing Facility Project Management
LaForest, James	UPF Subproject Federal Project Director, NA-APM-1.3	COR	CLIN 0002 Uranium Processing Facility Project Management