



# NNSA Service Center



## HQ REVIEW OR APPROVAL DOCUMENT

<b>TITLE OF DOCUMENT:</b> LSO Contract Management Plan	<b>Document No.</b> N/A
	<b>Modification/Amendment Number</b> N/A
<b>DESCRIPTION:</b> The attached document describes LSO's contract management process for Contract DE-AC52-07NA27344 with Lawrence Livermore National Security, LLC.	<b>Department:</b> Livermore Site Office
	<b>Division:</b> Contract Administration and Resource Management
	<b>POC Name and Telephone Number</b> Homer Williamson 925-424-2986

You are requested to review the attached document and indicate your coordination/approval in the space provided. Comments/Non-concurring statements should be attached on a separate sheet. Check appropriate box for comments.

COORDINATING/APPROVING OFFICE	ORDER	SIGNATURE	COMMENTS ATTACHED?	DATE
Homer Williamson Contracting Officer	P1		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>peer review by Renca</i>	6/13/08
Janis Parenti Assistant Manager, CARM	C2		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	6/20/08
Scott E. Clemons NA-63 Procurement Analyst	C3	<i>Concurred by</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	7/1/08
Joseph Waddell NA-63 Head of Contracting Activity	A4	<i>DAK</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	7/1/08
Camille Yuan-Soo Hoo Site Office Manager LSO	S5		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	7/8/08
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	

**LEGEND FOR ORDER:** The numbers reflect the order in which to accomplish the review and coordination.

**C-Coordination:** review and comment

**A-Approval:** affixes signature as the approving official

**S-Signature:** signs/executes the document



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**LIVERMORE SITE OFFICE**

**CONTRACT MANAGEMENT PLAN**

**For**

**LAWRENCE LIVERMORE NATIONAL  
LABORATORY**

**CONTRACT NO. DE-AC52-07NA27344**

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## **1. INTRODUCTION**

Lawrence Livermore National Laboratory (LLNL) is managed by the Lawrence Livermore National Security, LLC (LLNS) for the National Nuclear Security Agency (NNSA) under prime contract DE-AC52-07NA27344. Contract management for the operation of the laboratory is under the cognizance of NNSA's Livermore Site Office (LSO). The LSO administers the M&O contract for Livermore Site activities, acting as the risk acceptance agent for NNSA.

This includes:

- Oversee and manage assigned NNSA and non-NNSA programs.
- Ensure the safe, secure and environmentally responsible operation of facilities under the purview of NNSA.
- Oversee and evaluate the work and business systems of the M&O contractor.
- Plan for the long-term viability of the site.

The primary mission of LLNL is to ensure that the nation's nuclear weapons remain safe, secure, and reliable through application of advances in science and technology. The laboratory is also responsible for helping to prevent the spread of weapons of mass destruction and to strengthen homeland security. LLNL has an annual budget of approximately \$1.6 billion and a staff of over 7,000 employees, with over 3,000 scientists, engineers, and technicians. Additional information pertaining to the laboratory can be obtained at the following website: [www.llnl.gov](http://www.llnl.gov).

## **2. PURPOSE**

The purpose of this Contract Management Plan (CMP) is to describe the overall approach to managing and administering the contract through its entire term. It defines, documents, and describes the processes, policies, and procedures used by the LSO to administer the contract between LLNS and the NNSA. This document will accomplish the following:

- Provide a high level overview in how the contract is to be administered.
- Summarize the purpose, scope, features, and requirements of the contract.
- Define the roles and responsibilities of the organizations involved in the administration of the contract.
- Discuss the contracting authorities, delegations, and limitations of authorities.

- Identify how work is assigned or authorized.
- Outline the contract management process including planning, execution, evaluation, fee determination, and improvement.

This plan can also be used as a training tool for individuals to gain a better understanding of this management and operating (M&O) contract.

### **2.1 Applicability**

The CMP is applicable to LSO, NNSA, and the contractor for administering contract DE-AC52-07NA27344.

### **2.2 Maintenance and Distribution**

The Site Contracting Officer (CO) at the LSO, who reports to the Assistant Manager for Contract Administration and Resource Management, maintains the CMP. A copy will be included in the official contract file. The LSO will revise the manual periodically, as it is expected to be a “living document”. The most current version will be available electronically on the LSO Sharepoint at [http://lsosharepoint/Business\\_1/Forms/default%20view.aspx](http://lsosharepoint/Business_1/Forms/default%20view.aspx) and the LSO Intranet at <http://scweb.na.gov/lso/index.shtml>.

## **3. *CONTRACT SUMMARY AND PRINCIPAL FEATURES***

### **3.1 Contract Summary**

LLNL is managed and operated by the Lawrence Livermore National Security, LLC under prime contract number DE-AC52-07NA27344 (hereinafter referred to as “the contract”), a cost reimbursement type contract with performance incentive based management provisions. The contract can be viewed at the following website:

<http://www.doeal.gov/mocd/LawrenceLivermoreLab.htm>

The majority of the funding for LLNL is from NNSA’s Defense Programs (DP). Other funding sources include Nonproliferation and National Security (NN), Energy Research (ER), Environmental Management (EM), Environmental, Safety, and Health (ES&H), and Work for Others Programs, which include Department of Homeland Security (DHS) and the Department of Defense (DOD).

## 3.2 Contract Scope

The contractor is responsible for the management, operation, environment, safety, health, waste management, logistic support, engineering, technical, administrative, and other such services as may be necessary to accomplish the effective and efficient operation of the facilities at LLNL. The statement of work (SoW) includes the following activities, which are detailed in Appendix B of the contract:

- Managing and operating the laboratory facilities and site;
- Assuring the safety, reliability, and performance of the national nuclear weapons stockpile pursuant to national security policy and Presidential and Congressional directives;
- Assisting in the remediation and reduction of wastes from the nuclear weapons complex;
- Helping to deter, detect, and respond to the proliferation of weapons of mass destruction;
- Contributing to civilian and industrial needs and other defense activities by using the scientific and technical expertise that derives from carrying out the Laboratory mission; and
- Performing technology transfer and work for others including programs designed to enhance national competitiveness in the global economy.

### 3.2.1 Work for Others

The Contractor may perform work for non-DOE activities which is consistent with and complementary to NNSA's mission, involving the use of contract equipment, facilities, or personnel. Such proposed work is called Work for Others (WFO) and may be performed for other Federal agencies or non-Federal entities subject to the prior written approval of the Contracting Officer and in accordance with Clauses I.114, DEAR 970.5232-6, "Work for Others Funding Authorization, and I.088, DEAR 970.5217-1, "Work for Others Program." Major sponsors include DHS and DOD.

WFO proposals and funding documents are processed by the LSO in accordance with NNSA Contract Administration Guides (CAG) D-970.5217.2 and D-970.5217.1, respectively. The CAGs can be viewed at the following website: <http://www.nnsa.doe.gov/docs/policyletters/BOP-003.0507.pdf>.

Primary considerations in approving WFO projects are that the proposed work

will not place the contractor in direct competition with domestic non-Federal entities, will not adversely impact execution of the contractor's assigned programs, and will not create a potentially detrimental future burden on the commitment of NNSA resources.



### **3.3 Principal Features**

#### **3.3.1 Contract Type**

The contract is a cost reimbursement management and operating contract with “performance-based management provisions.” This type of contract arrangement uses performance objectives, criteria, and measures agreed to in advance on a fiscal year basis.

#### **3.3.2 Term**

The contract’s period of performance includes: a Transition Term (09May07 through 30Sep07); a Basic Term (01Oct07 through 30Sep14); and if earned, additional one year Award Term periods (01Oct14 through 30Sep27). The period of performance of this contract will expire on September 30, 2014, unless sooner reduced, terminated or extended in accordance with the provisions of this contract. For each earned or forfeited Award Term period(s), the Contract will be modified consistent with Clause H-13, Award Term, and the period of performance will be adjusted. The Contract’s maximum period of performance, if extended beyond the Basic Term of the Contract, shall not exceed twenty (20) years, approximately 4 months 23 days.

#### **3.3.3 Key Personnel**

In accordance with contract clause I-073, DEAR 970.5215-70, Key Personnel, the names and positions of those individuals considered necessary for the successful performance of the contract appear in Appendix D. The contractor cannot change these names and positions without coordination and approval by the Contracting Officer.

#### **3.3.4 Performance-Based Features**

The contract includes a special clause (H-13) entitled “Performance-Based Management,” which holds the Contractor accountable for performance. The Contractor’s performance is evaluated and rated by NNSA based on clearly defined standards of performance set forth in the Performance Evaluation Plan (PEP). The PEP shall include performance objectives and performance incentives including multi-site performance incentives as described in the contract’s Section H-13 Clause entitled “Performance Incentives,” and award term incentives as indicated in contract’s Section H-14 Clause entitled “Award

Term” with measures and targets for each area established on a fiscal year basis.

### **3.3.5 Contractor Assurance System (CAS)**

Pursuant to Clause H-4 entitled, “Contractor Assurance System,” the Contractor shall develop a CAS to improve management and performance. The CAS shall be approved and monitored by the Contractor’s Board of Directors. The Contractor shall submit the CAS to the Contracting Officer for review and approval not later than sixty days after the award date of this Contract and, any subsequent changes shall also be submitted for review and approval. Such Contracting Officer approval does not relieve the Contractor and its Board of Directors from accountability for the improvements in overall Laboratory performance expected to result from CAS implementation. CAS processes will assure NNSA that contractor management practices the following:

- Identify and address program, system, and performance deficiencies, areas for improvement, and practices worthy of emulation;
- Provide NNSA with a comprehensive performance baseline for design of effective and efficient contractor oversight activities;
- Identify and control risks within the bounds established in the contract;
- Meet contract performance expectations and strategic goals; and
- Identify risks, key activities and accountabilities for the contractor and NNSA as described in the contract provision.

The Contractor submitted its CAS description in accordance within the sixty day timeframe required by the contract and is in the process of developing and implementing its CAS. The successful implementation of the CAS is a high priority of NNSA and has been included in the FY 2008 PEP.

- Performance Objective 10: Improve the management and performance of the Laboratory through execution of the Contractor Assurance System, Strategic Initiatives, and Parent Organizations’ contributions.
  - Performance Measure 10.1: Implement a Contractor Assurance System that ensures that objectives are being accomplished,

programs and operations are managed in an effective and efficient manner, and Laboratory management and performance is continuously improved.

In addition, specific CAS performance targets have been included in the PEP.

LSO is committed to establishing and maintaining an oversight process pursuant to [DOE O 226.1A](#) that considers the contractor's CAS and provides DOE with reliable information related to business and management system performance, mission accomplishment, compliance, and effectiveness and efficiency of performance. The CAS will provide assessment processes and tools at all levels for complete performance assurance. The design of the contractor's CAS will recognize that rigorous and credible contractor management self-assessments are an important element of assurance, but it does not obviate the need for corporate and NNSA oversight.

Reliance on a comprehensive and rigorous CAS at LLNL is an essential element of our Corporate Oversight Policy. We use the results of our oversight, including identification of trends, issues and findings, and implementation of corrective actions to assure that NNSA managers have an accurate picture of the status of LLNL operations, assure the Site Office Manager is kept informed to facilitate decisions on risk, and to identify information in support of the final contractor performance ratings (to NA-1). More efficient and effective Federal oversight is a goal; however, until the CAS becomes fully operational, its impact on NNSA efficiencies and effectiveness of oversight may not be apparent.

### **3.3.5 Fee Arrangement**

Under the contract, the contractor may receive an annual program performance fee, not to exceed \$45,542,169 for fiscal years 2008 and 2009; \$42,506,024 for fiscal years 2010 thru 2012; and \$39,469,880 for fiscal years 2013 and 2014. Thirty percent of the annual program performance fee, shall be base fee and seventy percent, shall be at risk. During any annual evaluation period, the contractor performance rating, as determined by NNSA in accordance with the Performance Based Management clause and the PEP, will entitle the contractor to collect the at risk fee in accordance with clause H-14, Program Performance Fee.

### **3.3.6 Surveillance and Assessment**

Throughout each fiscal year, the LSO, and other NNSA offices as requested, perform surveillance and assessment activities. Annually, the LSO develops a formal Management Assessment Plan (MAP) to document its ongoing operational awareness activities pertaining to the contractor's management and operation of the LLNL.

## **4. ORGANIZATIONAL ROLES AND RESPONSIBILITIES**

### **4.1 National Nuclear Security Administration**

The NNSA is a separately organized agency within the U.S. Department of Energy (DOE) and is comprised of three Deputy Administrator organizations: NNSA Program Office (formerly known as Defense Programs), Nonproliferation (NN), and Naval Reactors. NNSA discharges its responsibilities for national security, in part, through the conduct of research and development in a number of scientific and technical areas at highly specialized research facilities owned by the U. S. and managed and operated by contractors. LLNL is one of eight sites making up the nuclear weapons complex (NWC) and it primarily supports the Program Office and NN. Additional information pertaining to NNSA can be found at the following website: <http://www.nnsa.doe.gov/>.

#### **4.1.1 NNSA Mission**

Strengthen national security through the military application of nuclear energy and by reducing the global threat from terrorism and weapons of mass destruction.

#### **4.1.2 NNSA Administrator**

The Under Secretary for National Security (NA-1) for DOE serves as the Administrator. The Administrator has authority over, and is responsible for, all programs and activities of the Administration (except for the functions of the Deputy Administrator for Naval Reactors), including the following:

- Strategic management
- Policy development and guidance
- Budget formulation, guidance, and execution, and other financial matters
- Resource requirements determination and allocation
- Program management and direction
- Safeguards and security

- Emergency management
- Integrated safety management
- Environment, safety, and health operations
- Administration of contracts, including the management and operations of the nuclear weapons production and the national security laboratories
- Intelligence
- Counterintelligence
- Procurement of services of experts and consultants in accordance with section 3109 of Title 5, United States Code (U.S.C.)
- Legal matters
- Legislative affairs
- Public affairs
- Liaison with other elements of DOE and with other Federal agencies, state, tribal, and local governments, and the public

These responsibilities are executed pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011, et seq.), the DOE Organization Act, as amended (42 U.S.C. §§ 7101, et seq.), Public Law 106-65 (50 U.S.C. §§ 2401, et seq.), and other applicable laws.

#### **4.1.3 Office of the NNSA Administrator**

The Office of the NNSA Administrator provides support to the Administrator and includes the functions of legislative affairs, public affairs, and liaison with other Federal agencies; state, tribal, and local governments; and the public. It also provides support for resource management in the areas of budget formulation, guidance, and execution; personnel; and procurement management and the administration of contracts, as well as other activities as determined by the Administrator.

#### **4.1.4 DOE/NNSA MOA**

In early October 2000, a Memorandum of Agreement (MOA) was executed between DOE and NNSA recognizing NNSA's need to contract for goods and services and to enter into financial assistance agreements to fulfill its mission requirements. The agreement recognized that HQ Office of Procurement and Assistance Management (ME-60) would be a service provider to the NNSA. The scope of the agreement included "...the full range of acquisition, financial assistance, and property management services necessary to support the NNSA,

including contract, grant, and cooperative agreement award and administration ...”

In early November 2000, it was concluded that the MOA was limited in its scope by excluding other DOE offices and also needed to include a provision for reciprocity in that certain DOE elements would require acquisition-related support from NNSA. Accordingly, an Addendum broadened the scope to include DOE as a whole and included a provision that recognized the need for DOE to provide the full range of its acquisition and related services to NNSA organizations, as needed. The MOA and its Addendum provide the basis for mutual cooperation in fulfilling DOE and NNSA contractual and financial assistance-related requirements. The level of support between specific DOE and NNSA offices is reflected in a separate MOA addendum.

#### **4.2 Headquarters Program Offices**

NNSA Headquarters provides high-level guidance, sets requirements, defines policy and corporate processes, integrates overall program plans, develops and defends corporate budgets, assists the field in evaluating contractors, evaluates field oversight programs, and works with other governmental customers and stakeholders.

#### **4.3 Livermore Site Office**

The LSO is responsible for all oversight and contract administration for site activities, acting as the risk acceptance agent for NNSA. The site office is responsible for the following:

- Coordinating all contract oversight;
- The safe and secure operation of facilities;
- Supporting NNSA programs to ensure their success; and
- Ensuring the long-term viability of the site to support NNSA programs and projects.

The LSO is headed by the LSO Manager. Reporting to the LSO Manager are the Deputy Manager for National Security Operations (DMNSO) and the Technical Deputy for Safety and Environmental Programs (TDSEP). Also reporting to the Manager are the Manager’s office staff, the legal staff, the Chief of Staff, and the Public Affairs staff. Each LSO Deputy has three organizations reporting directly to them. Each of these organizations is headed

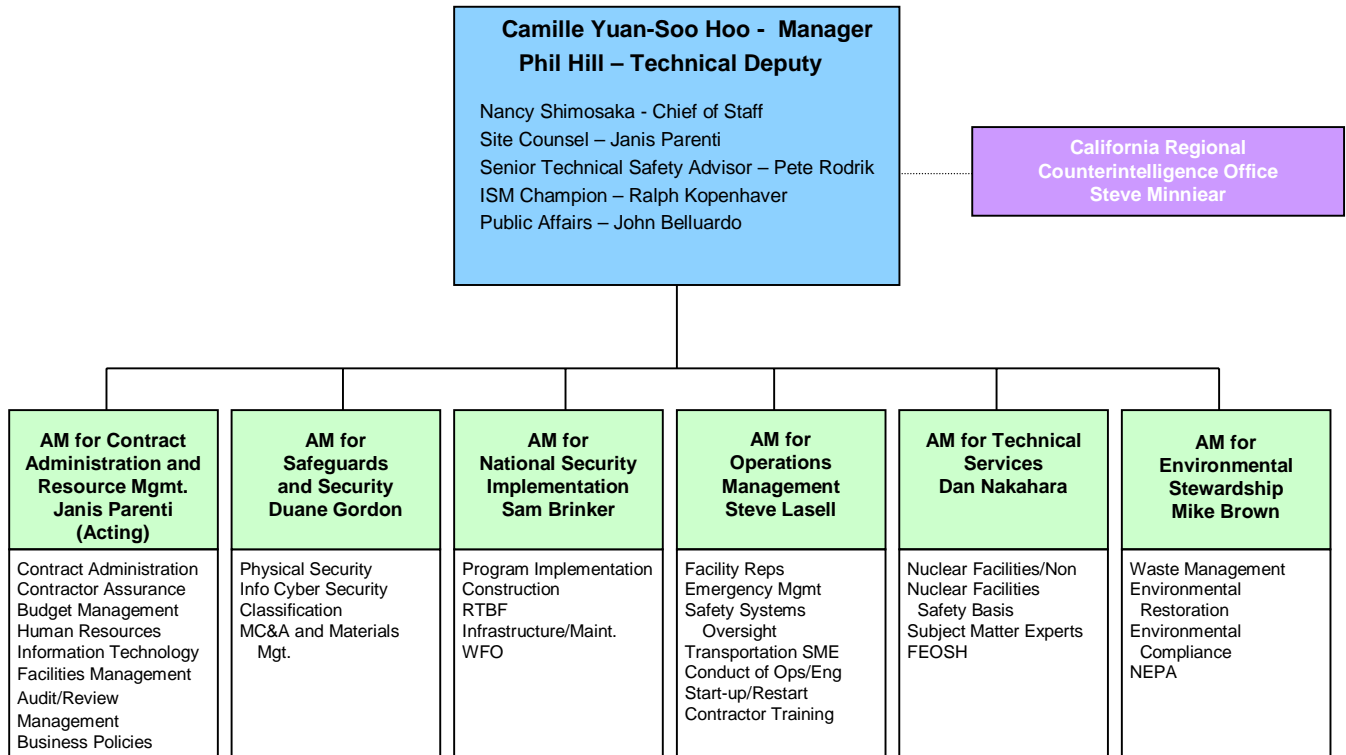
by an Assistant Manager who may be assisted by Team Leaders and Operations Team Leaders in their organizations. Also reporting to the Technical Deputy for Safety and Environmental Programs is the Senior Safety Advisor and the Senior Nuclear Safety Advisor. Figure 1 provides a chart of the top level organizational structure at LSO. A complete organization chart is available on the [LSO Sharepoint website](#).

Figure 1



# Organization Chart

4/2008



The following table summarizes the roles and responsibilities for the individuals and groups involved in the administration of this contract.

<b>Roles</b>	<b>Responsibilities</b>
Site Manager	<ul style="list-style-type: none"> <li>• Coordinates the development, and performs assessments, as assigned, of programmatic operational and administrative activities for the annual performance assessments and communicates results to site contractor management.</li> <li>• Serves as the integrator of site-wide guidance and direction provided to M&amp;O contractor. Provides advice, assistance, and any needed supplemental site-specific guidance to the contractor.</li> <li>• Maintains awareness of relationships with Federal, state, and local authorities and keeps fully informed on matters dealing with compliance of Federal, state, and local regulations applicable to the site.</li> <li>• Provides advice to HQ concerning pending DOE or NNSA actions as they might affect the site or Site Office operations.</li> <li>• Manages and coordinates activities at the Site Office.</li> <li>• Serves as a delegated Administrative Contracting Officer for the assigned M&amp;O and manages the contractor operation.</li> <li>• Assures that adequate contractor self-appraisal plans are in place that planned reviews are completed in a timely manner, and that appraisal follow-up activities are implemented.</li> <li>• Provides the primary interface with the contractor on M&amp;O matters related to the site.</li> </ul>
Deputy Site Manager	<ul style="list-style-type: none"> <li>• Supports the Site Manager in performing responsibilities outlined above.</li> <li>• Provides guidance and direction for cross-cutting issues impacting contract management.</li> <li>• Serves as mediator and facilitates solutions to problem contract negotiations.</li> <li>• Responsible for reviews of all performance measures.</li> <li>• Directs Business Management activities.</li> </ul>
Assistant Managers	<ul style="list-style-type: none"> <li>• Provide historical information on contract performance within their specific program areas.</li> <li>• Serve as primary functional Manager in Performance Evaluation Plan and Report Development.</li> <li>• Serve as Primary Negotiator for PO and PBI negotiations.</li> <li>• Determines Directive applicability.</li> <li>• May be appointed as a COR to execute authorities as appointed.</li> <li>• Performs Operational Awareness and Surveillance of Contract activities.</li> <li>• Expedites responsibilities in federal personnel under their charge.</li> </ul>
Site Contracting	<ul style="list-style-type: none"> <li>• Serves as the integrator of site-wide guidance and direction provided to</li> </ul>



<b>Roles</b>	<b>Responsibilities</b>
Officer (CO)	<p>M&amp;O contractor. Provides advice, assistance, and any needed supplemental site-specific guidance to the contractor</p> <ul style="list-style-type: none"> <li>• Develops and negotiates available fee</li> <li>• Modifies terms and conditions of M&amp;O contract.</li> <li>• Negotiates annual M&amp;O POs and PBIs and coordinates and produces the annual Performance Evaluation Report of the M&amp;O contractor for submittal to HQ.</li> <li>• CO authority for M&amp;O contract administration is defined as approval, direction, and determination where there is a possible effect to the contract terms and conditions, increase/decrease of cost, and allowability/unallowability of cost.</li> <li>• Appoints HQ Program and Service Center COR authority as necessary and required to accomplish the site mission.</li> <li>• Appoints Site Office COR authority as necessary and required to accomplish the site mission.</li> <li>• Approves Work Authorizations.</li> </ul>
Contracting Officer's Representatives (COR)	<ul style="list-style-type: none"> <li>• Inform the Contracting Officer (CO), in writing, of any performance failure by the Contractor.</li> <li>• Inform the CO if any Work Authorization, or work plan will not be completed according to schedule and/or estimated cost.</li> <li>• Issue written direction within the limitations set forth in the COR Appointment. A copy of all direction sent to the contractor is provided to the CO.</li> <li>• Provide Statement of Work clarification for the CO and Contractor.</li> <li>• Inspect and accept all deliverables within the scope of the COR appointment.</li> <li>• Assist in the development of the annual Performance Evaluation Plan (PEP) and provide evaluation input for assessing contractor performance to the CO who develops the Performance Evaluation Report (PER).</li> <li>• Inform the CO of any potential or evidence of real or perceived organizational conflict of interest (OCI) matters or employee ethics or integrity issues.</li> </ul>
Legal Counsel	<ul style="list-style-type: none"> <li>• Serves as primary liaison on contractor legal issues</li> <li>• Serves as COR for Contractor Litigation Management</li> <li>• Inform the CO of any potential or evidence of real or perceived organizational conflict of interest (OCI) matters or employee ethics or integrity issues.</li> </ul>

#### **4.4 Other DOE / NNSA Offices**

NNSA HQ and Service Center staff offices provide LSO with business, administrative, financial, and other support services, such as assistance in processing Freedom of Information Act requests, investigating claims of

discrimination, and help in processing financial, procurement, and personnel actions.

The Service Level Agreements between LSO and the NNSA Service Center document the arrangement by which the Service Center may provide support. These arrangements reflect the mutual dependencies currently existing between LSO and the Service Center organizations and leverage the skills of the personnel resources to the best advantage of both organizations. Related to contract management, the Service Level Agreements address:

- Management and operating contracts
- Contract close out
- Cost allowance determinations and notice of intent to disallow
- Extend/compete analysis and recommendation
- Fee development
- Negotiation administration
- Foreign ownership control and influence (FOCI) determinations
- Funding modifications
- Performance evaluation plans and performance evaluation reports
- Purchasing system approvals
- Source selection activities
- Statement of costs incurred and claimed
- Subcontract review boards
- Changes to scope and terms and conditions
- Real and personal property
- Contractor human resources management
- Employee concerns program
- Finance and accounting
- Budget and resources management
- Non-M&O contracts support functions

The service level agreements shall be reviewed annually and are updated as needed.

## ***5. CONTRACTING AUTHORITIES, DELEGATIONS AND LIMITATIONS***

In accordance with NNSA's Policy Letter [BOP-003.0303](#), NNSA Contracting Authorities, authority and responsibility to contract for authorized supplies and services are vested in the agency head; in NNSA's case, the Administrator (NA-1). The Administrator has delegated Senior Procurement Executive authority to the Director, Office of Acquisition and Supply Management (NA-63) (OASM). In this capacity, the Senior Procurement Executive has the authority to designate any Head of the Contracting Activity (HCA) within the Administration. The Deputy Director, OASM has been designated as the HCA. The HCA has the authority to issue and revoke Contracting Officer warrants. Below the level of the HCA only warranted Contracting Officers may obligate NNSA by entering into contracts and financial assistance instruments.

Authority to direct the NNSA contractor is based on formal appointments and delegations. Staff and oversight components of NNSA are prohibited from tasking contractors to perform any work or activity unless they have been specifically provided with this authority. Only a warranted NNSA Contracting Officer or a formally appointed Contracting Officer's Representative (COR) may task a contractor to perform work.

The NNSA Administrator's procurement authorities and responsibilities flow through the Senior Procurement Executive to the HCA who, by issuing a warrant, grants procurement authority and responsibility to a Contracting Officer. NNSA Contracting Officers for Headquarters, the Service Center and the Site Offices are appointed by the HCA. The LSO Site has three appointed Administrative Contracting Officers with different limitation levels, and is consistent with the requirements of DOE O 541.1A, "Appointment of Contracting Officers and Contracting Officer's Representatives."

The following subsections describe the specific authorities, limitations and delegations of the individuals delegated authority for the LLNL contract.

### **5.1 Senior Procurement Executive (SPE)**

The NNSA SPE is delegated full contracting authority by the NNSA Administrator. The SPE has the authority to appoint the HCA and COs. Organizationally, the SPE resides in NA-63. The SPE oversees NNSA's contracting and financial assistance system and is a Contracting Officer solely by virtue of position.

The SPE's specific duties include:

1. Provides overall management direction of the Administration's acquisition and financial assistance, and site offices.
2. Oversees the development of acquisition and financial assistance policy, goals, guidelines, and innovations,
3. Measures and evaluates Service Center and Site Office performance against acquisition and assistance goals,
4. Ensures career development of the acquisition workforce,
5. Approves justifications for other than full and open competition if the amount exceeds \$50,000,000,
6. Participates with the Office of Small and Disadvantaged Utilization and other elements in NNSA to establish small business goals.
7. Designates
  - The Head of the Contracting Activity
  - A Senior Competition Advocate to perform the duties required by the Competition in Contracting Act of 1984, Public Law 98-369
  - A task and delivery order ombudsman to perform the duties required by the Federal Acquisition Streamlining Act of 1994
  - A program manager to implement an electronic commerce capability for the Administration who reports directly to the Senior Procurement Executive.
8. Assigns contracting functions and responsibilities to another agency, and creates joint or combined offices with another agency to exercise acquisition functions.
9. Enters into, approves, administers, modifies, closes-out, terminates, and takes such other actions as may be necessary and appropriate with respect to any procurement or financial assistance transaction binding NNSA to the obligation and expenditure of public funds.
10. Approves extraordinary contractual actions to facilitate the national defense that do not to exceed \$50,000.
11. Signs applications for permits to acquire tax-free spirits from a distilled spirits plant for non beverage purposes.
12. Determines whether to use the authority in the Defense Production Act of 1950, for priority contracting authority to expedite procurement actions to promote National Defense. This determination is made after consultation with the NNSA General Counsel and the DOE Assistant Secretary for Policy and International Affairs.

13. Acquires, manages, and disposes of personal property held by the Administration for official use by its employees or contractors.

## **5.2 Head of Contracting Activity (HCA)**

NNSA is a single contracting activity. As such, there is a single HCA. Organizationally, the HCA resides in NA-63. The HCA has overall responsibility for managing the contracting activity and is a Contracting Officer solely by virtue of position. The HCA appoints Contracting Officers consistent with the OFPP standards applicable to all executive agencies.

The HCA's specific duties include:

1. Enters into, approves, and takes other actions with respect to any contract arrangement, financial assistance agreement, sales contract, or similar transaction, whether or not binding the Administration to the obligation and expenditure of public funds, pursuant to applicable laws, policies, regulations, and procedures. Such actions include rendering approvals, determinations, and decisions, as specifically authorized in the Federal Acquisition Regulations and the Procurement and Financial Assistance regulations that govern NNSA's actions in these areas. Transactions involving more than 25 million dollars are subject to the prior approval of the NNSA Director of Procurement and Assistance Management.
2. Appoints Contracting Officers and COR's as required.
3. Designates Service Center Competition Advocates, as needed, to perform the duties required by the Competition in Contracting Act of 1984.
4. Makes the determinations required by the Federal Acquisition Regulations in the case of mistakes in bids alleged after opening of bids and before award, and makes all administrative determinations regarding withdrawal of bids.
5. Manages and disposes of personal property held by NNSA for official use by Administration employees, contractors, and recipients.
6. Develops and maintains organizational continuity of services and contract support needed for NNSA mission accomplishment.

## **5.3 Site Manager**

The Site Office Manager is a senior NNSA manager that provides an on-site, day-to-day presence at the laboratory. The LSO Site Manager is responsible for effective contract administration at LLNL to ensure the successful

implementation of NNSA programs. The Site Manager is also an Administrative Contracting Officer with authority to administer contracts based upon demonstrated individual qualifications and Site Office needs. Although the LSO Site Manager is a warranted CO, she relies largely on the Site CO (described in 5.4 below) to handle most day-to-day administrative contract duties.

The Site Manager's specific duties include:

1. Has primary responsibility for day-to-day oversight and contract management activities at the site. These duties include establishing contractual requirements, operating requirements, work authorization, contractor assessment, acceptance of product and contractor evaluations. This includes the overall safety and security parameters within which the contractor is authorized to operate and ensuring the contractor is making a good faith effort to meet small business subcontracting plan goals.
2. Integrates activities at the site with customers from other elements of the Department of Energy, other Federal agencies, and the private sector.

#### **5.4 Contracting Officer (CO)**

A Contracting Officer is a qualified person appointed by the HCA with the authority to award, administer, and terminate contracts, financial assistance instruments or sales instruments; make related determinations and findings; develop and negotiate fees; change contract terms and conditions; determine the allowability of costs; and, negotiate aggressive subcontracting plan goals to ensure that small businesses have the maximum practicable opportunity to participate in NNSA's procurements. The HCA issues LSO COs a certificate of appointment specifying the authorized functional areas, limits of authority, and other restrictions.

The Contracting Officer's specific duties are described in FAR Part 42 and include:

1. Ensures the requirements of FAR 1.602-1 (b) have been met, and that sufficient funds are certified available for obligation;
2. Ensures contractors receive impartial, fair, and equitable treatment;
3. Exercises independent business judgment.
4. Elevates unresolved issues creating tension between program and business objectives through the Site Manager to the HCA for resolution.

5. Appoints qualified CORs to assure mission fulfillment and effective contract administration and management. Appointments will be made by, or concurred in, by the Site Manager.

### **5.5 Contracting Officer's Representatives (COR)**

A COR is an NNSA employee appointed by the Contracting Officer, or Administrator, with specific responsibilities to provide an on-site, day-to-day presence at laboratories, production facilities, or test site. The COR's authority to direct the contractor is limited by the terms of their written appointment.

The CORs specific duties include:

1. Monitors contractor performance and reports status to the Site Manager/Contracting Officer.
2. Recommends necessary contractual changes to the Site Manager/Contracting Officer.
3. Inspects and accepts deliverables.
4. Provides technical/performance direction to the contractor subject to the terms of their appointment.

### **5.6 Communication**

The purpose of contract administration is to promote outstanding contractor performance in an effective and efficient manner. Due to varying degrees of contract authority and responsibility delegated within the current LLNL contract, both formal and informal communication protocols must be carefully followed by all parties to prevent the misapplication of contract effort and direction. The Site Manager serves as an integrator and coordinator for most operational areas of responsibility on site, and provides a structured and integrated approach for coordinating oral and written directions between HQ, the Service Center, LSO, other DOE and NNSA offices, and LLNL.

All direction to the contractor must be in writing either through a LSO Contracting Officer or a COR appointed to the LLNL contract. Direction must be passed to the designated contractor official who can receive direction. A copy of any COR correspondence must be provided to a LSO CO. Only CORs or the CO can provide direction to the contractor and only the CO can provide direction that changes the scope, schedule, or cost of the contract.

Work Authorizations (WA) are addressed in more detail in Section 6.3 of this plan. However, since WAs involve communication, all parties should be aware that WAs must be signed by a LSO CO to be authorized.

Other Federal Agencies, State and Local Governments do not have authority to direct LLNL. Therefore, communication between those parties and LLNL must go through the appropriate LSO contacts. Other aspects of LSO/contractor communication are covered in Section 8.

## **6. *CONTRACT PERFORMANCE MANAGEMENT***

This section of the CMP addresses how the NNSA systematically manages the LLNL contract in terms of Planning, Programming, Budgeting, and Execution/Evaluation (PPBE).

### **6.1 Planning**

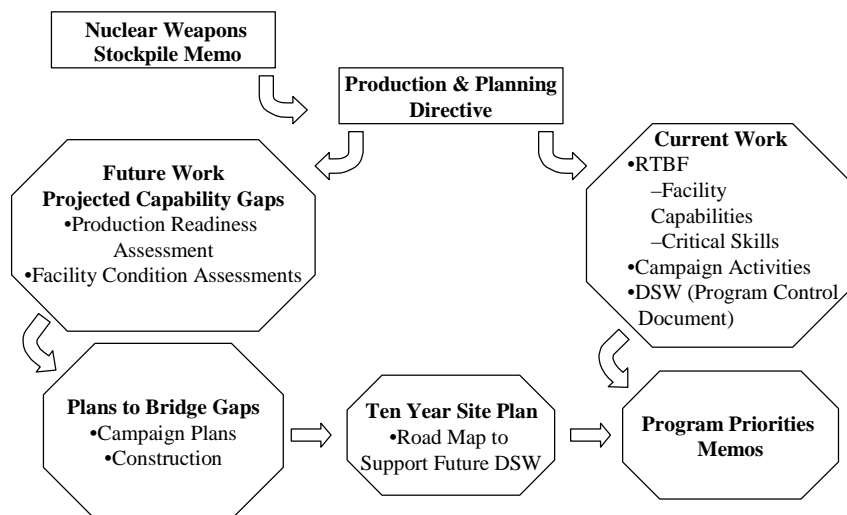
This step of the PPBE system is mainly a Headquarters function. In this phase the customer requirements are determined for the weapons by Headquarters. The requirements are then communicated to the Site Offices. The Site Office is required to provide feedback as to whether or not it can support those requirements for the long term NNSA plan. The site office is required to identify the requirements that are not supportable over the next 10 years.

### **6.2 Programming**

During the programming phase, Headquarters sends guidance to the Site Offices each spring as to their requirements and budget. The contractor develops budgets and estimates of what it will take to support the requirements with oversight from the Site Office. Priority is determined, and a list of unfunded requirements is made. The outcome of this phase is the milestones for each year. This also creates an initiative for the contractor, and encourages efficiencies, to reduce the number of unfunded requirements.



**Figure 2**  
**PLANNING/PROGRAMMING**



### 6.3 Budgeting

The workload parameters are provided to the Contractor in budget guidance. Based on requirements and milestones, the Contractor submits detailed budget estimates through the LSO. NNSA Program Office and LSO subject matter experts review these estimates for accuracy. The proposed budget is forwarded to the NNSA Program Office for a Program Budget Review. Once the NNSA Program Office is satisfied with the budget submission, it is forwarded to the Office of Management and Budget (OMB) along with the Future Years Nuclear Security Plan (FYNSP). OMB reviews the budget and provides comments to NNSA. Comments are resolved by the NNSA Program Office and the final budget is submitted to OMB, the President, and Congress, where work and funds are authorized and appropriated. Once the NNSA Program Office receives the authorized and appropriated budget, it allocates dollars to the various field offices by budget and reporting (B&R) codes throughout the FY.

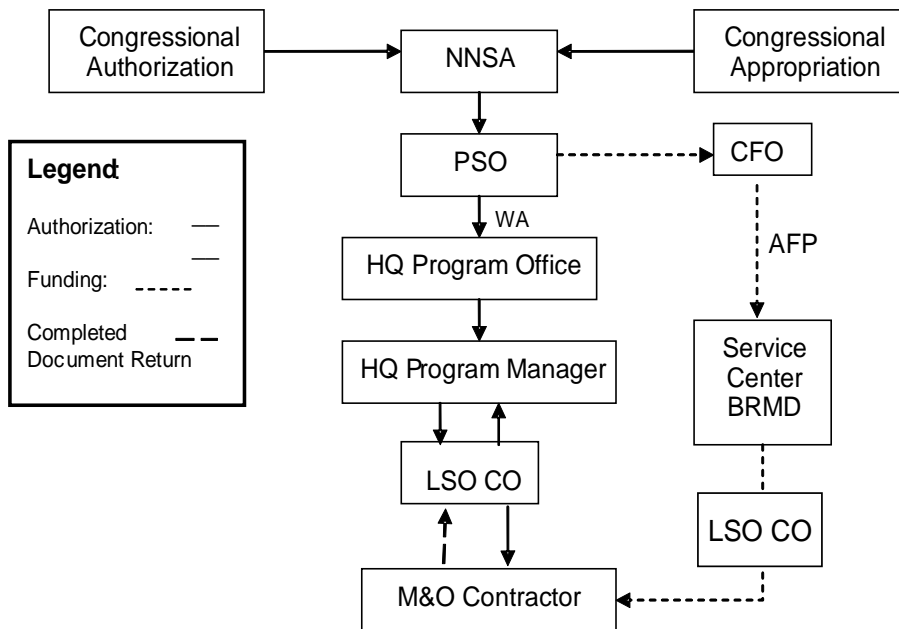
#### 6.3.1 Work Authorization

The contract contains a Statement of Work (SoW) that is a broad statement of supplies and services the contractor is expected to provide. The SoW establishes the basis by which a more detailed scope, milestones and deliverables are described. The guidelines are set forth in [DOE Order 412.1A](#)

“Work Authorization (WA)” to direct work to be performed by the contractor for managing the change control process as to scope, cost, and schedule.

Figure 3 below depicts the Work Authorization Process for LSO.

Figure 3 – Work Authorization Process



The annual work program and budget are principal devices used by NNSA in program development, integration, execution, and cost estimating. Work programs are developed by the contractor and approved by NNSA in accordance with DOE Order 412.1A. Work programs may include program and project performance objectives and milestones.

To make the work program and budget most effective in assuring comprehensive coverage of NNSA missions, it is the responsibility of NNSA to keep the contractor advised of NNSA's overall program goals, scientific and technological problems, and current long-range objectives. The contractor will propose possible new objectives and present preliminary work programs in areas of competence which, will either: (1) strengthen the overall NNSA program or provide additional support in areas which, in the Contractor's judgment, are being inadequately exploited; or (2) initiate new areas of investigation which appear of potential importance.

It is the responsibility of NNSA/HQ to formulate overall program budgets, taking into consideration the proposals submitted by the contractor, consistent with funds appropriated by Congress and all other program needs. The contractor prepares a final work program and budget, consistent with NNSA's overall program budget. Upon NNSA approval, the contractor conducts its work program within limits established by NNSA approvals unless NNSA modifies limits.

As early as possible in each calendar year, NNSA provides the contractor with the proposed funding levels for the facilities, as contained in the President's Budget; with Program assumptions and guidance the contractor will be expected to consider in development of its program and budget. NNSA also provides all changes to existing budget and accounting policies and procedures to be used in the current budget preparation.

Prior to April 1 (or such other date as may be agreed upon) the contractor submits to NNSA, for approval, a comprehensive work program for the next two FYs, together with a description of the current work program, a budget estimate for the next two FYs, and a revised budget estimate for the current FY.

As soon as possible after October 1 of each year, NNSA provides Work Authorizations and an Approved Funding Program (AFP) to the Contractor for the current fiscal year. NNSA approved work programs, program performance expectations and milestones as appropriate, and budget estimates are reflected and referenced in WAs, Annual Program Letters, and Program Baseline Summaries, and AFPs. These documents will be issued to the contractor as soon as possible after funds become available. If, in preparing these documents, it is determined that changes are needed in the work program and budget estimates submitted by the contractor, NNSA and the contractor shall agree upon the changes in the work before final issuance of these documents. All NNSA WAs must be signed by the cognizant HQ Program Official, a LSO CO, and the contractor. LSO's process for issuing WAs is outlined in the Process for LSO Work Authorizations, [LSO-BPD-AMBM-013](#).

#### **6.4 Execution/Evaluation**

The contract requires the use of clearly defined standards of performance, consisting of performance objectives and performance incentives, which include multi-site performance incentives and award term incentives, as well as measures and targets for each subject area. It requires that they be established on a fiscal year basis and incorporated into the Performance Evaluation Plan (PEP). The LSO Contractor Performance Evaluation Process is consistent with the integrated "NNSA-corporate" process set forth in NAP-4A, which is applied consistently by all NNSA sites.

##### **6.4.1 Planning**

The Planning phase precedes the execution year and includes: review and incorporation of lessons learned from the previous year; Identification of performance metrics consistent with the Planning Programming and Budget Execution (PPBE) process and HQ Program Implementation Planning (PIP) spreadsheets; and finally, development, concurrence and approval of the Performance Evaluation Plan (PEP).

##### **6.4.2 Oversight/Surveillance**

The LSO oversight or surveillance activities are documented in the LSO Management Assessment Plan (MAP), which is prepared each fiscal year. The MAP sets forth the ongoing operational awareness activities to be conducted by the LSO pertaining to the contractor's management and operation of LLNL

in accordance with the contract provisions, including the Performance Evaluation Plan (PEP).

LSO provides a level of operational awareness commensurate with the potential programmatic impact, risks, or other factors associated with a given activity, i.e. the use of a graded approach that:

- contributes to a single, annual integrated management oversight system;
- addresses contractual oversight in a value added and cost effective manner without creating significant new formal procedures and documentation requirements;
- shifts approach focus from exclusive compliance to performance results and improvements;
- reflects increased reliance on contractor self-assessment and acknowledges the contractor's responsibility for managing compliance with contract requirements;
- supports the annual measurement and assessment of the contractor's performance against contract performance objectives, criteria and measures;
- aims to minimize the agency's need for conducting on-site reviews by increased knowledge of the contractor's operations;
- optimizes use of resources through avoidance of duplicate and low value activities; and
- further understandings between the contractor and the LSO in establishing clear expectations and common objectives.

Compliance with contract requirements is a part of ongoing self-assessment and operational awareness. LSO's operational awareness activities and its validation of LLNL self-assessments emphasize a "trust but verify" methodology of oversight. Emphasis on oversight includes evaluation of adequacy of management systems and management attention to obtain expected results and verification of results.

LSO's assessment of the Contractor's performance in managing and operating LLNL results from the implementation of this methodology and the MAP. In addition to the annual assessment, "for cause" reviews may be required for the following reasons:

- a single or limited number of events that may be significant indicators of diminished contract performance;
- performance trends which indicate a need for improvement;
- implementation of new contract requirement; and/or
- new management systems which require validation.

Depending on the nature of the issue, “for cause” reviews may be accommodated independent of, in addition to, or as a part of the operational awareness activities identified in the MAP. As “for cause” reviews may be initiated when NNSA notes possible risk factors in contract performance, the Contractor is provided with feedback on the results of such reviews orally and/or in written reports.

LSO contract administration activities are performed in accordance with the NNSA M&O Contract Administration Guides (CAGs) that are implemented by NNSA Policy Letter: [BOP-003.0507](#). The purpose of the CAGs is to facilitate and standardize the administration functions of the NNSA M&O contracts. The CAGs are listed below and available on the following NNSA website: <http://www.nnsa.doe.gov/docs/policyletters/BOP-003.0507.pdf>

<u>CAG Number</u>	<u>CAG Name</u>
CAG F-42.3	Contract Modifications for Funding
CAG F-42.8	Using a Notice of Intent to Disallow Costs
CAG F-42.13	How to Stop and Restart Work
CAG F-43.2	Contract Modifications for Terms and Conditions Changes
CAG F-44.2	Review/Evaluation/Approval of Subcontract Solicitations/Awards
CAG F-44.3	Approval of Contractor Purchasing and Property Systems
CAG F-17.5	Preparation of Interagency Agreements
CAG D-970.5217.1	Work for Others Process - Funding
CAG D-970.5217.2	Work for Others Process - Proposal
CAG D-970.5204-2	Directives Procedures
CAG N-4A.1	Performance Evaluation Plan Development and Negotiation
CAG N-4A.2	Award Fee Performance Evaluation Report
CAG B-001.31	Work Authorization System
CAG B-003.0302.1	Appointing Contracting Officer Representatives (COR)
CAG B-003.0302.2	Issuing Performance Direction or Program Guidance
CAG B-003.0501	Annual Fee Development Process
CAG B-003.0507	M&O CAG Instructions

In order to help ensure that work at LLNL is safely planned, performed, assessed, and improved in accordance with the prime contract and applicable regulations, orders, policies, procedures, etc., the LSO has developed the Environment Safety and Health (ES&H) Functions, Responsibilities, and Authorities Manual (FRAM). The [FRAM](#) assigns the key responsibilities and authorities for each function and applies to all work performed by LLNL under the prime contract as well as work performed by the LSO.

The LSO Quality Assurance Program [QAP](#) provides the LSO with information on methods for evaluating and assessing LLNL's QAP and QA issues as they apply to nuclear, radiological, and non-nuclear facilities under the prime contract.

#### **6.4.3 Contractor Evaluation**

This contract is a management and operating contract arrangement that is performance-based. This performance-based management contract uses clearly defined Standards of Performance consisting of Performance Objectives and Incentives agreed to in advance on a fiscal year basis and are incorporated into the contract in the PEP. These standards are used for the appraisal and evaluation of work under this contract.

The contractor will provide an annual Self Assessment Report of its performance against PEP objectives and incentives. An annual Performance Evaluation Report prepared by the Site Office Manager will provide an evaluation of the Contractor's performance during the PEP appraisal period. NNSA/DOE will use the Performance Evaluation Report, Contractor's Self Assessment Report and the PEP as the primary basis for the annual appraisal of contractor performance, recognizing that NNSA/DOE will take into account other pertinent information, including that performance against each PEP incentive and objective is subject to the timely availability of adequate funding, as well as operational oversight, internal and external program reviews and audits, consistent with the intent of this contract, in determining the annual appraisal for performance.

It is envisioned that when the CAS is implemented and matures, oversight will be conducted from a system level perspective. The goal is to reduce evaluations when the contractor demonstrates an effective self-assessment program that includes self-identification, taking appropriate corrective actions, and successful follow-on action to prevent recurrence and improve

performance. If the contractor's performance is deficient, and management processes have not produced the desired results, NNSA can increase its oversight in order to protect the government's interest. A general exception to the systems level oversight approach will be for nuclear facilities and safeguards and security activities. The CAS is currently under development by the M&O contractor but is expected to evolve over the life of this contract and will be developed and modified by the contractor as appropriate to reflect NNSA policies and procedures related to corporate governance, NNSA-contractor interfaces, and PPBES.

## **7. FEE DETERMINATION**

This section describes how the LSO calculates the available fee amount and how the final available fee determination is made.

### **7.1 Fee Calculation Process**

Under the contract, the contractor may receive an annual program performance fee, not to exceed \$45,542,169 for FY 08' and FY 09'. Thirty percent of the annual program performance fee, \$13,662,650, shall be base fee and seventy percent, \$31,879,518, shall be at risk. Calculation of the incentive fee is set forth in the PEP.

### **7.2 Fee Determination Official (FDO)**

NA-1 performs the function of the FDO and determines the amount of fee paid to the contractor pursuant to the fee-related clauses in the contract based on a review of the PEP and Site Office Manager Recommendations.

The Fee Determination Official reviews the material submitted by the Site Manager, approves the Performance Evaluation Report and makes the award fee determination. Additionally, the FDO can unilaterally extend the contract's period of performance by one year based on the award term incentives included in the PEP and the Site Office Manager's recommendation.

## **8. LINE OVERSIGHT & CONTRACTOR FEEDBACK**

LSO has primary responsibility for Line Oversight activities related to the LLNL Contract with Lawrence Livermore National Security, LLC. The LSO uses a risk-



based approach to determining the appropriate level of oversight. This approach is documented in the [LSO-226.1A Risk-Based Oversight Process](#) which was developed to be compliant with the principles of [DOE Order 226.1A](#), Implementation of the Department of Energy Oversight Policy.

Oversight encompasses activities performed by LSO functional subject matter experts to determine whether Federal and contractor programs and management systems, including assurance and oversight systems are performing effectively and/or complying with DOE requirements. Oversight includes operational awareness activities, onsite reviews, assessments, self-assessments, performance evaluations and other activities.

DOE O 226.1A requires the establishment of a CAS; the LSO will establish a CAS in FY 2008 but does not expect to fully incorporate the CAS into our oversight activities for FY 2008. Within 12 to 18 months of establishment CAS output will be considered in the LSO Oversight model.

LSO risk based oversight activities evaluates LLNL performance against contract requirements and performance objectives. LSO oversight of non-nuclear facility operations, programs, projects and business systems may be at a higher, systems level rather than at a work activity level. Systems level oversight utilizes the LLNL CAS system output to understand the performance of the system. Transactional, work activity level oversight must continue to be performed for nuclear operations, safeguards and security, cyber, bio-safety, high explosives, and other areas deemed appropriate by the LSO Site Manager. The level of LSO oversight must be graded to risk and must provide for a deliberate and consistent approach for all LSO oversight activities.

LSO Line Oversight produces contractor feedback and supports a culture of continuous improvement. There are many methods of feedback between the Site office and the contractor driving site-wide improvements. These include:

- Formal quarterly and mid-year status PEP feedback and update meetings held with the contractor to openly communicate status.
- Mid-year performance feedback is performed.
- The Site Manager and Laboratory Director meet periodically to provide formal feedback and direction.
- SME feedback regarding contractor performance to contract requirements.

- Quarterly, monthly, and weekly meetings and briefings to maintain a constant line of communication, and to address issues at both a systems level as well as transactional level as soon as they are identified. Examples of these types of meetings include, but are not limited to Weapon briefings, Quality briefings, Operational Highlights, reviews for Operations, Procurement, and a variety of other areas.

## **9. DELIVERABLES**

The contract required the delivery of certain documents, plans, and reports for the Contracting Officer's review and approval. The contract required a tracking system to be implemented. Contract deliverables and reports will be tracked using an online deliverable tracking system (ConTrak) launched April 2008. ConTrak will provide a single repository for all documents, manage workflow of documents between the contractor and LSO, provide document tracking numbers, and generate various reports. The LSO CO will have access to this tracking database. Appendix A provides the deliverables required by the contract terms. This document evolves daily based upon new and revised requirements.

## **10. CONTRACT STRUCTURE**

### **10.1 Terms and Conditions**

Contract Number DE-AC52-07NA27344 contains the terms and conditions typical for a DOE cost-reimbursement type M&O contract. In order to effectively utilize the contract administration tools available, those involved in day-to-day contract administration must read and understand those major sections of the Contract applicable to their particular specialty.

### **10.2 Structure**

Contract Number DE-AC52-07NA27344 includes the following major sections and clauses that must be understood and complied with by LSO personnel involved in day-to-day contract management:

*Note:* Clauses in **BOLD** have COR designation.

#### Section B. Supplies or Services and Prices/Costs

B.001 Services Being Acquired

B.002 Contract Type and Value

Section C. Statement of Work

C.001 Statement of Work

Section E. Inspection and Acceptance

E.001 FAR 52.246-5 Inspection of Services Cost Reimbursement

E.002 FAR 52.246-9 Inspection of Research and Development (Short-Form) (Apr 1984)

E.003 Inspection and Acceptance

Section F. Deliveries or Performance

F.001 Place of Performance

F.002 Period of Performance (May 1996)

F.003 FAR 52.242-15 Stop-Work Order (Aug 1989) Alternate 1 (Apr 1984)

Section G. Contract Administration Data

G.001 Government Contacts

G.002 Contractor Contacts

Section H. Special Contract Requirements

H.001 Redefining the Federal/Contractor Relationship to Improve Management and Performance

H.002 Performance Direction

H.003 Contractor Multi-Year Strategy for Performance Improvement

H.004 Contractor Assurance System

H.005 NNSA Oversight

H.006 Parent Oversight Plan

H.007 Accountability

H.008 Utilization of Parent Organization Support

H.009 Benchmarking and Standards Management

H.010 Contractor Reinvestment of Cost Efficiencies

H.011 Transition

H.012 Strategic Initiatives

**H.013 Performance Based Management**

H.014 Award Term

H.015 Performance Incentives

H.016 NNSA Direct Contracts

H.017 Contractor Employees

H.018 Representations and Certifications

H.019 Modification Authority

**H.020 Privacy Act Systems of Records**

H.021 Flowdown of Rights to Proposal Data

H.022 Continuation of Predecessor Contractor's Obligations

H.023 Separate Corporate Entity and Performance Guarantee

**H.024 Special Hazards**

**H.025 Defense and Indemnification of Employees**

H.026 Performance of Work at Facilities and Sites Other Than Lawrence Livermore National Laboratory

H.027 Open Competition and Labor Relations Under Management and Operating and Other Major Facilities Contracts

H.028 Third Parties

**H.029 Advanced Understanding Regarding Items of Allowable and Unallowable Costs and Other Matters**

- H.030 Service Contract Act of 1965 (41 U.S.C. 351)
- H.031 Walsh-Healy Public Contracts Act
- H.032 Contract Acceptance of Notices of Violations or Alleged Violations, Fines and Penalties
- H.033 Worker's Compensation
- H.034 Additional Labor Requirements
- H.035 Workforce Transition, Contractor Compensation, Benefits and Pension.
- H.036 Intellectual and Scientific Freedom
- H.037 Conflicts of Interest Compliance Plan
- H.038 Lobbying Restrictions
- H.039 Mentor-Protégé Program

**Section I. Contract Clauses**

- I.001 FAR 52.202-1 Definitions (July 2004)
- I.002 FAR 52.203-3 Gratuities (Apr 1984)
- I.003 FAR 52.203-5 Covenant against Contingent Fees
- I.004 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
- I.005 FAR 52.203-7 Anti-Kickback Procedures
- I.006 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
- I.007 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- I.008 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- I.009 FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper
- I.010 FAR 52.204-7 Central Contractor Registration (July 2006)
- I.011 FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- I.012 FAR 52.211-5 Material Requirements (Aug. 2000)
- I.013 FAR 52.215-8 Order of Precedence Uniform Contract Format
- I.014 FAR 52.215-15 Pension Adjustments and Asset Reversions (Oct. 2004)
- I.015 FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Oct. 1997)
- I.016 FAR 52.219-8 Utilization of Small Business Concerns
- I.017 FAR 52.219-9 Small Business Subcontracting Plan
- I.018 FAR 52.219-16 Liquidated Damages Subcontracting Plan
- I.019 FAR 52.219-25 Small Disadvantaged Business Participation Program—  
Disadvantaged  
Status and Reporting (Oct. 1999)
- I.020 FAR 52.222-1 Notice to the Government of Labor Disputes**
- I.021 FAR 52.222-3 Convict Labor
- I.022 FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation**
- I.023 FAR 52.222-21 Prohibition of Segregated Facilities (Feb. 1999)
- I.024 FAR 52.222-26 Equal Opportunity (March 2007)**
- I.025 FAR 52.222-29 Notification of Visa Denial (Jun 2003)
- I.026 FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006)

- I.027 FAR 52.222-36 Affirmative Action for Workers with Disabilities
- I.028 FAR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era**
- I.029 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees
- I.030 FAR 52.223-3 Hazardous Material Identification and Material Safety Data Alternate I
- I.031 FAR 52.223-5 Pollution Prevention and Right-To-Know Information
- I.032 FAR 52.223-7 Notice of Radioactive Materials (Jan 1997)
- I.033 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Products (Aug 2000)
- I.034 FAR 52.223-10 Waste Reduction Program
- I.035 FAR 52.223-11 Ozone Depleting Substances (May 2001)
- I.036 FAR 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)
- I.037 FAR 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
- I.038 FAR 52.224.1 Privacy Act Notification
- I.039 FAR 52.224-2 Privacy Act
- I.040 FAR 52.225-1 Buy American Act –Supplies
- I.041 FAR 52.225-9 Buy American Act –Construction Materials
- I.042 FAR 52.225-13 Restrictions on Certain Foreign Purchases
- I.043 FAR 52.227-23 Rights to Proposal Data (Technical)
- I.044 FAR 52.230-2 Cost Accounting Standards**
- I.045 FAR 52.230-6 Administration of Cost Accounting Standards**
- I.046 FAR 52.232-24 Prohibition of Assignment of Claims
- I.047 FAR 52.233-1 Disputes Alternate I
- I.048 FAR 52.233-3 Protest After Award Alternate I
- I.049 FAR 52.233-4 Applicable Law for Breach of Contract Claim
- I.050 FAR 52.237-3 Continuity of Services
- I.051 FAR 52.242-1 Notice of Intent to Disallow Costs
- I.052 FAR 52.242-13 Bankruptcy
- I.053 FAR 52.244-5 Competition in Subcontracting
- I.054 FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components
- I.055 FAR 52.247-1 Commercial Bill of Lading Notations**
- I.056 FAR 52.247-63 Preference for U.S.-Flag Air Carriers
- I.057 FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- I.058 RESERVED
- I.059 FAR 52.249-6 Termination (Cost-Reimbursement) (Deviation)
- I.060 FAR 52.249-14 Excusable Delays
- I.061 FAR 52.250-1 Indemnification Under Public Law 85-804 Alternate I
- I.062 FAR 52.251-1 Government Supply Sources
- I.063 FAR 52.251-2 Interagency Fleet Management System (IFMS) Vehicles and Related Services**
- I.064 FAR 52.252-6 Authorized Deviations in Clauses
- I.065 FAR 52.253-1 Computer Generated Forms
- I.066 DEAR 952.203-70 Whistleblower Protection for Contractor Employees
- I.067 DEAR 952.204-2 Security**

- I.068 DEAR 952.204-70 Classification/Declassification**
- I.069 DEAR 952.204-75 Public Affairs
- I.070 DEAR 952.208-7 Tagging of Leased Vehicles**
- I.071 DEAR 952.209-72 Organizational Conflicts of Interest Alternate I (Deviation)
- I.072 DEAR Priorities and Allocations (Atomic Energy) Priorities and Allocations  
(Alternate I)
- I.073 DEAR 952.215-70 Key Personnel
- I.074 DEAR 952.217-7 Acquisition of Real Property**
- I.075 DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure  
Records
- I.076 DEAR 952.224-70 Paperwork Reduction Act
- I.077 DEAR 952.226-74 Displaced Employee Hiring Preference
- I.078 DEAR 952.235-71 Research Misconduct (Jul 2005)
- I.079 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement
- I.080 DEAR 952.251-70 Contractor Employee Travel Discounts
- I.081 DEAR 970.5203-1 Management Controls
- I.082 DEAR 970.5203-3 Contractor's Organization (Deviation)
- I.083 DEAR 970.5204-1 Counterintelligence
- I.084 DEAR 970.5204-2 Laws, Regulations, and DOE Directives**
- I.085 DEAR 970.5204-3 Access to and Ownership of Records (Deviation)**
- I.086 DEAR 970.5208-1 Printing**
- I.087 DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives (Deviation)
- I.088 DEAR 970.5217-1 Work For Others Program (Jan 2005)
- I.089 DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating  
Contracts
- I.090 DEAR 970.5222-2 Overtime Management
- I.091 DEAR 970.5223-1 Integration of Environment, Safety, and Health into Work  
Planning and Execution**
- I.092 Affirmative Procurement Program (Mar 2003)
- I.093 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites  
(Deviation)**
- I.094 DEAR 970.5223-5 DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)
- I.095 DEAR 970.5226-1 Diversity Plan
- I.096 DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National  
Defense Authorization Act for Fiscal Year 1993**
- I.097 DEAR 970.5226-3 Community Commitment
- I.098 DEAR 970.5227-2 Rights In Data–Technology Transfer**
- I.099 DEAR 970.5227-3 Technology Transfer Mission
- I.100 DEAR 970.5227-4 Authorization and Consent
- I.101 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright  
Infringement**
- I.102 DEAR 970.5227-6 Patent Indemnity – Subcontracts
- I.103 DEAR 970.5227-8 Refund of Royalties (Deviation)
- I.104 DEAR 970.5227-10 Patent Rights – Management and Operating Contracts,  
Nonprofit Organization or Small Business Firm Contractor**

- I.105 DEAR 970.5227-12 Patent Rights Management and Operation Contracts, For Profit Contractor, Advance Class Waiver Alternate I**
- I.106 DEAR 970.5228-1 Insurance–Litigation and Claims (Deviation)**
- I.107 DEAR 970-5229-1 State and Local Taxes (Deviation)
- I.108 DEAR 970.5231-4 Preexisting Conditions Alternate II
- I.109 DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments Upon Finding of Substantial Evidence of Fraud
- I.110 DEAR 970.5232-2 Payments and Advances Alternate III
- I.111 DEAR 970-5232-3 Accounts, Records, and Inspection Alternate II**
- I.112 DEAR 970.5232-4 Obligation of Funds
- I.113 DEAR 970.5232-5 Liability With Respect To Cost Accounting Standards
- I.114 DEAR 970.5232-6 Work For Others Funding Authorization
- I.115 DEAR 970.5232-7 Financial Management System**
- I.116 DEAR 970.5232-8 Integrated Accounting**
- I.117 DEAR 970.5235-1 Federally Funded Research and Development Center Sponsoring Agreement
- I.118 DEAR 970.5236-1 Government Facility Subcontract Approval
- I.119 DEAR 970.5242-1 Penalties For Unallowable Costs
- I.120 DEAR 970.5243-1 Changes
- I.121 DEAR 970.5244-1 Contractor Purchasing System
- I.122 DEAR 970.5245-1 Property**
- I.123 FAR 52.232-18 Allowability of Funds

## 11. REFERENCES

Document Name and Number	Document Location
Environment Safety and Health (ES&H) Functions, Responsibilities, and Authorities Manual (FRAM)	<a href="#">LSO FRAM</a>
Process for LSO Work Authorizations, LSO-BPD-AMBM-013	<a href="http://lsosharepoint/Business_1/Process_for_LSO_Work_Authorizations.pdf">http://lsosharepoint/Business_1/Process_for_LSO_Work_Authorizations.pdf</a>
LSO Organizational Chart	<a href="http://lsosharepoint/default.aspx">http://lsosharepoint/default.aspx</a>
LSO Quality Assurance Program (QAP)	<a href="http://lsosharepoint/default.aspx">http://lsosharepoint/default.aspx</a>
LLNL External Website	<a href="http://lsosharepoint/default.aspx">http://lsosharepoint/default.aspx</a>
LLNL Contract DE-AC52-07NA27344	<a href="http://www.doeal.gov/mocd/LawrenceLivermoreLab.htm">http://www.doeal.gov/mocd/LawrenceLivermoreLab.htm</a>
NNSA Homepage	<a href="http://www.llnl.gov">www.llnl.gov</a>
NNSA Contract Administration Guides (CAG), Policy Letter BOP-	<a href="http://labs.ucop.edu/internet/comix/">http://labs.ucop.edu/internet/comix/</a>

003.0507	
NNSA Contracting Authorities, Policy Letter BOP-003.0303	<a href="http://www.nnsa.doe.gov/readingroom.htm#5">http://www.nnsa.doe.gov/readingroom.htm#5</a>

**12. APPENDIX A: (see attachment)**



LLNL Contract Deliverables  
DE-AC52-07NA27344

	A	B	C	D	E	F
2	No.	Contract Requirements	Deliverable Title	Dates (s) Due	Frequency	LSO Recipient
4	<b>Section B - CONTRACT ADMINISTRATION DATA</b>					
5	1	<b>B-2 (e) (2)</b>	Fee for WFO	NLT 9/30	Annually	Contracting Officer
6	2	<b>B-2 (d) (2) (3)</b>	Fee & Award Team	NLT 9/30	Beginning 2008. Annually thereafter if earned	Contracting Officer
7	<b>Section F - DELIVERIES OR PERFORMANCE</b>					
8	3	<b>F-3</b>	Stop Work	As required by CO	As required	Contracting Officer
9	<b>Section G - CONTRACT ADMINISTRATION DATA</b>					
10	<b>Section H - SPECIAL CONTRACT REQUIREMENTS</b>					
11	4	<b>H-2</b>	Performance Direction	As necessary	As soon as known in writing. Oral notification followed by written within ten days	Contracting Officer
12	5	<b>H-3</b>	Multi-year strategy	5/15	Annual	Contracting Officer
13	6	<b>H-4</b>	Contractor Assurance with changes	Annual assurance	Annual	Contractor Officer
14	7	<b>H-6 (a) (b)</b>	Parent Oversight Plan	3/1	Annual	Contractor Officer
15	8	<b>H-6 [c]</b>	Parent Oversight Cost Estimate	3/1	Annual	Contractor Officer
16	9	<b>H-6 (d)</b>	Parent Oversight Activities and Costs Incurred Reports	As required by the Contracting Officer	Periodic	Contracting Officer
17	10	<b>H-8 (a) (1)</b>	Parent Organization Systems proposed plan to change	Before the systems can be used	As necessary, i.e., when the plan is modified	Contracting Officer
18	11	<b>H-8 (a) (3)</b>	Parent Organization Systems	As required by the	Periodic	Contracting Officer
19	12	<b>H-8 (b) (3)</b>	Parent Organization Expert Report of activities and loss	As required by Contracting Officer	Periodic	Contracting Officer
20	13	<b>H-8(b)(1)</b>	Cost estimate	1/3	Annual	Contracting Officer
21	14	<b>H-9 (b)</b>	Alternative Comm'l Practice/Best Business Practice Proposal	As necessary	As necessary	Contracting Officer
22	15	<b>H-9 [c]</b>	Corrective Action	As directed by the Contracting Officer	As determined by CO	Contracting Officer
23	16	<b>H-10 (a)</b>	Listings of un-funded priority direct mission work proposed	As soon as possible after the annual site allocations are determined	Annual	Contracting Officer
24	17	<b>H-10 (b)</b>	Contractor Directed Research and Development (CDRD) Plan and forecast %	NLT 9/30	Annual	Contracting Officer

LLNL Contract Deliverables  
DE-AC52-07NA27344

	A	B	C	D	E	F
2		Contract	Deliverable	Dates (s)		LSO
3	No.	Requirements	Title	Due	Frequency	Recipient
25	18	H-11	Changes to incumbent management system	As submitted	As necessary	Contracting Officer
26	19	H-12	Activities as delivered	TBD	TBD	Contracting Officer
27	20	H-13	PEP changes	Bilateral 60 calendar days prior to end of appraisal final and at least 30 calendar days prior to effective date of change; Unilaterally 90 calendar days prior to end of appraisal final and at least 30 calendar days prior to effective date of change; or Urgent at 30 calendar days prior to end of appraisal renewal	As required	Contracting Officer
28	21	H-13 (b) (2)	Contractor's Self-Assessment	Five working days after end of appraisal period	Annual	Contracting Officer
29	22	H-13 (b)	Performance Evaluation Plan (PEP)	9/30	Annual	Contracting Officer
30	23	H-14	Award term decision	NLT 12/4	Annual	Site manager recommends to administrator
31	24	H-15	Fee payment and modification	NLT 12/4	Annual	FDO determination Contracting Officer modification
32	25	H-16	Designate technical monitor	As required	As required	Contracting Officer
33	26	H-19	Modifications	As required	As required	Contracting Officer
34	27	H-20	List of Personnel Medical Records / Personnel Radiation Exposure Records	None	As necessary to keep the list current	Contracting Officer
35	28	H-23 (c)	Written notification of bankruptcy proceedings by Contract signatory	As necessary	As necessary	Contracting Officer
36	29	H-24 (c)	Payment in the event of workers death	As requested	As requested	Contracting Officer

LLNL Contract Deliverables  
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	A	B	C	D	E	F
2		<b>Contract Requirements</b>	<b>Deliverable Title</b>	<b>Dates (s) Due</b>	<b>Frequency</b>	<b>LSO Recipient</b>
3	<b>No.</b>					
37	30	<b>H-24 (e)</b>	Release from payee receiving special hazard(s) compensation and payment	As deemed necessary or appropriate by the Contracting Officer and the Contractor	Case-by-case basis	Contracting Officer
38	31	<b>H-25 (c)</b>	Written determination by the Contractor's counsel that a defense or indemnity of the employee is required	When instances occur	As necessary	Contracting Officer to pay
39	32	<b>H-25 (d)</b>	Written notice of claim(s) or civil action(s) against employee of the	When instances occur	As necessary	Contracting Officer to defend
40	33	<b>H-25 (d)</b>	A copy of any Contractor letter asserting a reservation of rights with respect too the defense or indemnification of the employee	When instances occur	As necessary	Contracting Officer
41	34	<b>H-30</b>	A procedure developed by the Contractor and the Contracting Officer whereby NNSA will determine if the Service Contract Act is applicable.	FY 08	Once	Contracting Officer
42	35	<b>H-30</b>	SF-98 and 98A "Notice of Intention to Make a Service Contract"	In cases determined to be covered by the Service Contract Act	As necessary	Contracting Officer
43	36	<b>H-32 (b)</b>	Notification of violations or alleged violations, fines and penalties	Upon receipt	As received	Contracting Officer
44	37	<b>H-33</b>	Workers Compensation Insurance coverage	As updated	As changes are made	Contracting Officer
45	38	<b>H-33 (c)</b>	Evaluation and analysis of workers' compensation cost	FY 08	Annual	Contracting Officer
46	39	<b>H-33 (d)</b>	Workers' compensation reports and significant changes	As determined	Periodic	Contracting Officer
47	40	<b>H-34 (a)</b>	A procedure developed by the Contractor and the Contracting Officer whereby NNSA will determine if the Davis Bacon Act is applicable to subcontractors.	FY 08	Once	Contracting Officer

LLNL Contract Deliverables  
DE-AC52-07NA27344

	A	B	C	D	E	F
2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
48	41	<b>H-34 (a)</b>	Report of compliance violations on Davis Bacon activities	When violations are found	Periodic payroll and job-site audits and investigations of complaints as they occur	Contracting Officer
49	42	<b>H-34 (a)</b>	Davis-Bacon Semi-Annual Enforcement Report	4/21 and 10/21	Semi-annual	NNSA
50	43	<b>H-35 (c) (2)</b>	Meet with Contracting Officer to review bargaining objectives, approve change to pension and other benefits plans	Advance approval	Requested	Contracting Officer
51	44	<b>H-35 (c) (3)</b>	Reports concerning labor relations and collective bargaining	As required by the Contracting Officer	Periodic	Contracting Officer
52	45	<b>H-35 (d) (2) (i)</b>	Compensation System administration and self-assessment plan	TBD	Once	Contracting Officer
53	46	<b>H-35 (d) (2) (ii) (I)</b>	Compensation System data needed for validation and approval of the system	TBD	Periodic	Contracting Officer for approval in writing
54	47	<b>H-35 (d) (2) (ii) (II)</b>	Any proposed major compensation program design changes (in writing) prior to implementation	In advance of changes	Each time	Contracting Officer for approval in writing
55	48	<b>H-35 (b) (2) (ii) (III)</b>	Compensation Increase Plan (CIP)	7/1	Annual	Contracting Officer
56	49	<b>H-35 (d) (2) (ii) (IV)</b>	Individual compensation actions for senior Contractor employees, identified by the Contracting Officer - Salary action	In advance of action(s)	Each time	Contracting Officer
57	50	<b>H-35 (d) (2) (ii) (V)</b>	Any proposed establishment of an incentive compensation plan	In advance of action(s)	Each time	Contracting Officer
58	51	<b>H-35 (d) (4) (i)</b>	Annual Contractor Salary-Wage Increase Expenditure Report	As required by the Contracting Officer	Annual	Contracting Officer
59	52	<b>H-35 (d) (4) (ii)</b>	Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System	As required by the Contracting Officer	Annual	Contracting Officer

LLNL Contract Deliverables  
DE-AC52-07NA27344

	A	B	C	D	E	F
2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
60	53	<b>H-35 (d) (4) (iii)</b>	Annual Self-Assessment of LLNL's total compensation packages	As required by the Contracting Officer	Annual	Contracting Officer
61	54	<b>H-35 (d) (5)</b>	Request to change any employee benefit	Prior to changing the benefit(s)	Each time	Contracting Officer
62	55	<b>H-35 (b) (i)</b>	Total Employee Benefit Program, RVCI and Cost Comparison	N/A	One year after start, then RBVI every two years as required and annually for Cost Comparison	Contracting Officer
63	56	<b>H-35 (d) (6) (iv) (I)</b>	Corrective action plans when the total RBVI and/or Cost Comparison exceed the comparator group by more than 5%	As required	As required	Contracting Officer
64	57	<b>H-35 (d) (6) (iv) (II)</b>	Analysis of any specific plan costs that exceed averages...	As required by the Contracting Officer	As required by the Contracting Officer	Contracting Officer
65	58	<b>H-35 (d) (6) (v)</b>	Report of Contractor Expenditures for Employee Supplemental Compensation	TBD	Annual	Contracting Officer
66	59	<b>H-35 (e) (5)</b>	Independent Audit of Pension Plan	TBD	Annual	Contracting Officer
67	60	<b>H-35 (e) (6) (i)</b>	Proposed changes to pension plans and pension plan funding, actuarial accrued liabilities, and/or relative benefit value	As changes are proposed	As changes are proposed	Contracting Officer
68	61	<b>H-35 (e) (8)</b>	Assessment to evaluate Pension Plan	30 days after assessment completion	Annual	Contracting Officer
69	64	<b>H-35 (f) and (g)</b>	Transfer of sponsorship of site-specific pension and other benefit plans or termination of contract	According to Contracting Officer direction	Once	N/A
70	65	<b>FAR 52.203.12 (b) (2)</b>	Disclosure if funds other than Federal funds have been paid or will be paid for the purpose of influence	Immediate	By incident	Contracting Officer

LLNL Contract Deliverables  
DE-AC52-07NA27344

	A	B	C	D	E	F
2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
71	66	<b>FAR 52.203.12 (c) (i)</b>	Disclosure Form, OMB standard form LLNL, <i>Disclosure of Lobbying Activities</i>		If contractor has made or agreed to make any payment using non-appropriated funds	
72	67	<b>FAR 52.203.12 (c) (2)</b>	Disclosure Form of any event's) that materially affects the accuracy of information contained in any disclosure form filed under subparagraph (c)(1)	End of each calendar quarter	Quarterly	Contracting Officer
73	68	<b>FAR 52.203.12 (c) (4)</b>	Subcontractor Disclosure Form submitted by prime contractor	End of each calendar quarter	Quarterly	Contracting Officer
74	69	<b>FAR 52.204-7 (e)</b>	Review and update of CCR database	One year from the date of initial registration or subsequent updates	Annual	
75	70	<b>FAR 52.204-7 (e) (i)</b>	Review and update as stated in clause	Minimum of one day's written notification	With each change	Contracting Officer
76	71	<b>FAR 52.209-6</b>	Written notification as required before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment.	Before entering into the subcontract	Each instance	Contracting Officer
77	72	<b>FAR 52.215-15 (a)</b>	Written notification of determination to terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.	Promptly	Each instance	Contracting Officer
78	75	<b>FAR 52.219-9 (j) (2)</b>	Standard Form 295, Summary Subcontract Report	10/30	Annual	Contracting Officer
79	76	<b>FAR 52.219-25 (b)</b>	Report on the participation of Small Disadvantaged Business (SDB) concerns (for each contract containing SBD participation targets), <i>if this contract contains SDB participation targets</i>	At contract completion, or as otherwise provided on this contract, on OMB F 312 or contractor's own foreman	Once	Contracting Officer

LLNL Contract Deliverables  
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	A	B	C	D	E	F
2		Contract	Deliverable	Dates (s)		LSO
3	No.	Requirements	Title	Due	Frequency	Recipient
80	77	<b>FAR 52.219-25 (b)</b>	Report on the participation of Small Disadvantaged and Women-Owned Small Business Subcontracting, <i>if this contract contains such a Plan</i>	Final SF 294 at contract completion	Once	Contracting Officer
81	78	<b>FAR 52.222-37</b>	VETS - 100 Reports	9/30	Annual	Department of Labor and Contracting Officer
82	79	<b>FAR 52.222-37</b>	Employment Activity Report	NLT 8/31	Annual	Department of Labor and Contracting Officer
83	80	<b>FAR 52.222-1</b>	Notice	Immediate	When the Contractor has knowledge	Contracting Officer
84	81	<b>FAR 52.223-3 (c)</b>	Updated Hazardous Materials Listing	As necessary	As necessary	Contracting Officer
85	82	<b>FAR 52.223-3 (i)</b>	MSDS Forms	As required	As required	Contracting Officer
86	83	<b>FAR 52-223-7 (a)</b> <b>FAR 52-223-7 (b)</b>	Notice of Radioactive Materials Waiver of notice requirement	30 days prior to deliver As necessary	As required NA	Contracting Officer Contracting Officer
87	84	<b>FAR 52.223-10 (b)</b>	Confirm waste reduction program	Once		Contracting Officer
88	87	<b>I-1 FAR 52.225-9 (c)(1) (i) (iv) and (d)</b>	Request for determination of inapplicability of the Buy American Act	Prior to use	Per occurrence	Contracting Officer
89	88	<b>FAR 52.230-2 (a) (1)</b>	<i>(CAS-covered contracts only)</i> Submission of written Disclosure Statement of Contractor's cost accounting practices	TBD	TBD	Contracting Officer
90	89	<b>I-1 FAR 52.230.6 (b) thru (i)</b>	Description of the change necessary to correct a failure as required by the clause	(b) thru (i); If contractor in disagreement, 15 days after award and 60 days prior to implementation on any changes to the accounting practices	As required	Contracting Officer with copy to OFFM
91	90	<b>FAR 52.230.6(m)</b>	Written notification and a proposal on any adjustments required to subcontracts	Within 30 days after receiving the proposed subcontract adjustments	With each occurrence	Contracting Officer

LLNL Contract Deliverables  
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	A	B	C	D	E	F
2		Contract	Deliverable	Dates (s)		LSO
3	No.	Requirements	Title	Due	Frequency	Recipient
92	91	<b>FAR 52.233-1 (d)</b>	Written claim and certification	Within six years after accrual of the claim		Contracting Officer
93	92	<b>FAR 52.233-1 (e)</b>	Contracting Officer decision	60 days of request or notify contractor of date of decision	With any claim less than \$100,000 or over \$100,000	Contracting Officer
94	93	<b>FAR 52.242-13</b>	Written Notification of bankruptcy by certified mail or electronic commerce	Within five days of the initiation of the proceedings	In the event the Contractor enters into proceedings related to bankruptcy	Contracting Officer
95	94	<b>FAR 52.247-64 (c)(1)(i)</b>	Legible copy of a rated on-board clean bill of lading as applicable with the clause	Within 20 working days of the date of U.S. originated shipments; Within 30 working days	For each shipment	Contracting Officer
96	95	<b>FAR 52.247-67</b>	Transportation documents submitted by mail for prepaid (by the Contractor or first-tier subcontractor) freight charges exceeding \$100		By occurrence	Contracting Officer
97	96	<b>FAR 52.249-6 (d)</b>	Termination schedules as defined by Contracting Officer	As determined		Contracting Officer
98	99	<b>DEAR 952.235-71</b>	Assurance that it established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct required by 10 CFR 733	As determined	By occurrence	Contracting Officer
99	100	<b>DEAR 952.209-72(c)</b>	Full disclosure, in writing, if changes occur after award, including additions, to the facts disclosed prior to award	Immediate	By occurrence	Contracting Officer
100	101	<b>DEAR 952.209-72(e)</b>	Written request(s) for waiver under this clause		When contractor deems it appropriate	Contracting Officer
101	102	<b>DEAR 952.215-70(a)</b>	Notification and justification to obtain Contracting Officer written approval to remove, replace, or divert any of the listed or specified Key Personnel	In advance of action(s), or concurrently if immediate removal or suspension is deemed necessary.	When contractor deems it appropriate	Contracting Officer



LLNL Contract Deliverables  
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	A	B	C	D	E	F
2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
102	103	<b>DEAR 952.224-70(b)</b>	Request for OMB clearance before expending funds or making public contacts for the collection of data.	90 days prior to desired clearance date		Contracting Officer
103	104	<b>DEAR 952.235-71(b)(1)-(3)</b>	Notification of sufficient evidence to proceed to an investigation of alleged research misconduct.	After initial inquiry is performed by the contractor		Contracting Officer
104	105	<b>DEAR 952.250-70(f)</b>	Written notice of any know action or claim filed or made against the Contractor other person indemnified for public liability as defined in (d)(2), and copies of all pertinent papers	Immediate	Per occurrence	DOE
105	106	<b>DEAR 970.5203-1(a)(2)</b>	Copies of reports reflecting the status of recommendations that	As directed by the Contracting Officer	Annually, or at other intervals directed by the	Contracting Officer
106	109	<b>DEAR 970.5204-3(a) and (c)</b>	Delivery of or disposal of Government-owned records	Direction of Contracting Officer during the progress of the work and upon completion of the contract	As determined by CO	Contracting Officer
107	110	<b>DEAR 970.5217-1(b)</b>	Submission of formal Work for Others policies, practices and procedures for approval	Once	As revised	Contracting Officer
108	111	<b>DEAR 970.5217-1(c) (2)</b>	Notification of intent to respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency on non-profit organizations	Prior to response	Per occurrence	Contracting Officer
109	112	<b>DEAR 970.5217-1 (d) (2)</b>	Submit all Work for Others agreements for Contracting Officer review and approval	Prior to execution	Per occurrence	Contracting Officer
110	113	<b>DEAR 970.5217-1(g)</b>	Assistance in the preparation of the DOE Annual Summary Report of Work for Others Activities	As required by the Contracting Officer or authorized designee	Annual	Contracting Officer or authorized designee
111	114	<b>DEAR 970.5222-2 (b)</b>	Notification of overtime usage as a percentage of payroll	In any given year	When the percentage is likely to exceed 4% of payroll	Contracting Officer

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2		Contract Requirements	Deliverable Title	Dates (s) Due	Frequency	LSO Recipient
3	No.					
112	115	DEAR 970.5222-2(c) (1) - (5) (vi)	Submission, for approval, of a formal overtime control plan	In any given year	When the percentage has exceeded or is likely to exceed 4% of payroll, or if the Contracting Officer otherwise deems overtime expenditures excessive	Contracting Officer
113	118	DEAR 970.5226-1	Revisions to Diversity Plan	With fee proposal	Annual	Contracting Officer
114	119	DEAR 970.5227-2(e) (1) (i) (A)-(F)	Written request to assert copyright in data first produced under a CRADA	Prior to use	Per occurrence	Patent Counsel
115	120	DEAR 970.5227-2 (e) (3) (i) (A)-(C)	Abstract describing software, source code for each software program and object code and support documentation	Within 60 days of obtaining permission to assert copyright or at such time the minimum support documentation becomes available		DOE Energy Science and Technology Software Center
116	121	DEAR 970.5227-2 (e) (3) (ii)	Copy of data, other than software, and abstract to which the Contractor has received permission to assert copyright	Within 60 days of obtaining permission to assert copyright		DOE Office of Scientific and Technical Information
117	122	DEAR 970.5227-3 (c]	Allowable cost to carry out technology transfer from increase	Prior to fiscal year		Contracting Officer
118	123	DEAR 970.5227-3(d)(1)-(10)	Implementing procedures that seek to avoid employee and organizational conflicts of interested, or their appearance, in the conduct of technology transfer services	Within 60 days after execution of this contract	Once	Contracting Officer
119	124	DEAR 970.5227-3 (f) (1)-(2)	Request for approval to enter into licensing and assignments of Intellectual Property, when the Contractor determines that neither conditions of (f)(1)(i) or (ii) are likely to be fulfilled		As determined by CO	Contracting Officer

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2		Contract Requirements	Deliverable Title	Dates (s) Due	Frequency	LSO Recipient
3	No.					
120	125	DEAR 970.5227-3 (h) (2)	1) Plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities and 2) separate accounting of how funds were actually used	1) Include in Laboratory Institutional Plan or other such plan, and 2) At end of the fiscal year. Define end of year	Annual	Contracting Officer
121	126	DEAR 970.5227-3 (h) (3)	Policy subject to approval for making awards or sharing of royalties with Contractor employees, other co inventors and coauthors, including Federal employees co inventors	Once	As revised	Contracting Officer
122	127	DEAR 970.5227-3 (j) (1)	Notification for approval prior to entering into any technology transfer arrangement, when all or any part of the technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168)		Per occurrence	Contracting Officer
123	128	DEAR 970.5227-3 (k)	Records reports of technology transfer activities		Annual	Contracting Officer
124	129	DEAR 970.5227-3 (l)	Technology Transfer Plan for upcoming year	NLT 10/1	Annual	Contracting Officer
125	130	DEAR 970.5227-3 (p)	Report of number and nature of complaints and disputes		Quarterly	Contracting Officer
126	131	DEAR 970.5227-3 (n) (1)	Submit for approval 1) CRADA	As needed	For each CRADA	Contracting Officer
127	132	DEAR 970.5227-5(a)	Submit written notice or claim of patent or copyright infringement	Promptly	Per occurrence	Contracting Officer
128	133	DEAR 970.5227-8 (a)	Proposed royalties to be charged to the government	Prior to execution of any license	Per occurrence	Contracting Officer

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2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
129	134	<b>DEAR 970.5227-8 (d)</b>	Statement of royalties paid or required to be paid in the performance of the contract or subcontracts	Upon request from the Contracting Officer	Annual	Contracting Officer
130	137	<b>DEAR 970.5227-12 (c) (1) (i)-(viii)</b>	Disclosure of subject invention(s)	Within 2 months after inventor disclosure or within 6 months after Contractor knowledge, but before sale, publication or public use	Per occurrence	Patent Counsel with a copy to the Contracting Officer
131	138	<b>DEAR 970.5227-12 (c) (2)</b>	Notification of Acceptance for publication (for approval to release or publication)	Promptly	Per occurrence	Patent Counsel
132	139	<b>DEAR 970.5227-12 (c) (3)</b>	Written election (under an advance class waiver) to retain / not retain title to subject invention (when appropriate)	Within 2 years of the date of the subject invention disclosure	Per occurrence	DOE
133	140	<b>DEAR 970.5227-12 (c) (4)</b>	Filing of patent application under an advance class waiver (also, see contract requirement for applications in foreign countries)	Within 1 year of election to retain or grant of title of subject invention, or prior to the end of any 1-year statutory period under 35U.S.C. 102(b), whichever occurs first	Per occurrence	NA
134	141	<b>DEAR 970.5227-12 (c) (5) (i)-(iii)</b>	Submission of patent information and documents for domestic or foreign patent application(s)	Promptly	Per occurrence	Patent Counsel
135	142	<b>DEAR 970.5227-12 (f) (3)</b>	Submission of written description of procedures for reporting subject inventions to DOE	Upon request from the Contracting Officer		Contracting Officer
136	143	<b>DEAR 970.5227-12 (f) (4)</b>	Notification of discontinuation of patent protection	Not less than 30 days before the expiration of the response period for any action required by the corresponding patent office	Per occurrence	Patent Counsel

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2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
137	144	<b>DEAR 970.5227-12 (g) (5)</b>	Written notice of subcontractor refusal to accept terms of patent rights clause	Promptly	Per occurrence	Contracting Officer
138	147	<b>DEAR 970.5227-12 (h)</b>	Report of 1) utilization of subject inventions or efforts made to obtain utilization of subject inventions and 2) connections with march-in proceedings undertaken by DOE	No more frequently than annual	Upon request by DOE	DOE
139	148	<b>DEAR 970.5227-12 (l) (1)</b>	Interim reports of a list of subject inventions disclosed to DOE during the period	Upon request from the Contracting Officer	Annual	DOE
140	149	<b>DEAR 970.5227-12 (l) (2)</b>	Final reports	Prior to close-out of the contract or within 3 months of the date of completion of the contracted work	Upon DOE's request	DOE
141	150	<b>DEAR 970.5227-12 (o) (1)</b>	Approval for filing a foreign patent application related to classified subject matter	Prior to filing	Per occurrence	Contracting Officer
142	151	<b>DEAR 970.5227-12 (p) (l) - (4)</b>	Examination of records relating to inventions	Three years after final payment	NA	Contracting Officer
143	152	<b>DEAR 970.5227-12 (r)</b>	Notification of educational awards subject to 35 U.S.C. 212.	Prior to the placement of the individual(s)	Per occurrence	Contracting Officer
144	153	<b>DEAR 970.5227-12 (t)</b>	Request for approval to release or publish information regarding scientific or technical developments	Prior to publication	Per occurrence	Patent Counsel
145	154	<b>DEAR 970.5228-1(b)</b>	Written notice of any legal proceeding filed against the contractor in the performance of this contract	Immediate	Per occurrence	Contracting Officer
146	155	<b>DEAR 970.5228-1 [c]</b>	Procure and maintain bonds and insurance required by law	Immediate	As required	Contracting Officer

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2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>		<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>	<b>Frequency</b>	<b>Recipient</b>
147	156	<b>DEAR 970.5228-1 (e)</b>	Notification, including all pertinent papers, of any suit, action or claim which may be reimbursable and is uninsured or uninsured for less than the amount claimed	Immediate	Per occurrence	Contracting Officer
148	157	<b>DEAR 970.5229-1 (a)</b>	Notification of any state or local tax, fee, or charge levied, purported to be levied on, or collected	Immediate	Per occurrence	Contracting Officer
149	158	<b>DEAR 970.5232-2 (e) (iv) (B)</b>	Notice of all potential claims under this clause, whether in litigation or not	Promptly	Per occurrence	Contracting Officer
150	159	<b>DEAR 970.5232-2 (k)</b>	Statement of Costs Incurred and Claimed	11/15	Annually	Contracting Officer
151	160	<b>DEAR 970.5232-3 (e)</b>	Submission of progress reports and schedules, financial and cost reports, and other reports	As required by the Contracting Officer	As required by the Contracting Officer	Contracting Officer
152	163	<b>DEAR 970.5232-3 (i) (3)</b>	Annual Audit Plan	By June 30 of the contract performance period	Annual	Contracting Officer
153	164	<b>DEAR 970.5232-3 (k) (i) (1)</b>	Internal Audit Implementation Design	10/1	5th year of contract review	Contracting Officer
154	165	<b>DEAR 970.5232-4 (c)</b>	Notice in Writing when unexpended balance of available funds and estimate of collections is sufficient for only 90 days	90 days prior	Per occurrence	DOE
155	166	<b>DEAR 970.5234-4 (c)</b>	Notification when unexpended balance of available funds less fee earned but not paid is sufficient only to liquidate outstanding encumbrances and liabilities	Immediate	Per occurrence	DOE
156	167	<b>DEAR 970.5232-8</b>	Annual plan for new financial management systems / subsystems and major enhancements / upgrades	7/15	Annual	DOE

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2		<b>Contract Requirements</b>	<b>Deliverable Title</b>	<b>Dates (s) Due</b>	<b>Frequency</b>	<b>LSO Recipient</b>
3	<b>No.</b>					
157	168	<b>DEAR 970.5232-8</b>	Notification of planned implementation of substantial deviation	30 days in advance	As needed	Contracting Officer
158	169	<b>DEAR 970.5244-1 (g)</b>	Buy American Act requests		Per occurrence	Contracting Officer
159	170	<b>DEAR 970.5245-1 (d)</b>	Accounting, as prescribed by the Contracting Officer of all government property under the possession or custody of the contractor	Upon completion of the work or termination of the contract	Once	Contracting Officer
160	171	<b>DEAR 970.5245-1 (g)</b>	Notification of damage, destruction or loss to Government property above the established threshold	Immediate	Per occurrence	Contracting Officer
161	172	<b>DEAR 970.5245-1(i)</b>	Submission of property management system for approval	As determined	Annual	Contracting Officer
162	173	<b>Appendix A-Section III (b) (1)</b>	Salary increases	As required	Fiscal year	Contracting Officer
163	174	<b>Appendix A-Section III(b)(1)</b>	Compensation Plan Increase (CIP) proposal	90 days prior to the beginning of the succeeding fiscal year (7/1)	Annual	Contracting Officer
164	175	<b>Appendix A-Section IV(f)(3)</b>	Report on dislocation assignments		Semiannual	Contracting Officer
165	176	<b>Appendix A-Section VI (a)</b>	Review of collective bargaining objectives	Prior to negotiation of any collective bargaining agreement / revision	Per occurrence	Contracting Officer
166	179	<b>Appendix A -Section X</b>	Report on number of employees \$ spent in training and education		Annual	Contracting Officer
167	180	<b>Appendix A-Section XI (b) (2)</b>	Report(s) on individual award program expenditures		Annual	Contracting Officer
168	181	<b>Appendix A-Section XI</b>	Report addressing cost and program effectiveness of Employee Referral and Hire-on Incentive Program		Annual	Contracting Officer

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2		<b>Contract</b>	<b>Deliverable</b>	<b>Dates (s)</b>	<b>Frequency</b>	<b>LSO</b>
3	<b>No.</b>	<b>Requirements</b>	<b>Title</b>	<b>Due</b>		<b>Recipient</b>
169	182	<b>Appendix A-Section XII</b>	Report of recruitment advertising, agency and consultant fees		Annual	Contracting Officer
170	183	<b>Appendix A-Section XIV</b>	Submission of description of special employment programs, fellowship programs and their costs for approval	In advance	Per occurrence	Contracting Officer
171	184	<b>Appendix B</b>	Deliverable Tracking System	Monthly	Monthly	Contracting Officer
172	185	<b>Appendix C</b>	Bank Agreement	Changes	As determined by CO	Contracting Officer
173	186	<b>Appendix D</b>	Key Personnel	With changes	As updated	Contracting Officer
174	187	<b>Appendix E</b>	Small Business Subcontracting and goals	9/1	Annual	Contracting Officer
175	188	<b>Appendix H</b>	Diversity Plan	TBD	Annual	Contracting Officer