AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO: 0015

3. EFFECTIVE DATE: 07/01/2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 05001

NNSA/Business Services Division
U.S. Department of Energy
Business Services Division
P.O. Box 5400
Albuquerque NM 87185-5400

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CONSOLIDATED NUCLEAR SECURITY LLC
Attn: JOHN E. POTTS
5275 WESTVIEW DRIVE
FREDERICK MD 217038306

CODE 078390708 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties; DEAR 970.5243-1; and DEAR 970.5204-2

D. OTHER (Specify type of modification and authority)

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

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

See Page 2

Base Term Period of Performance: 7/1/2014 - 6/30/2019

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print): James R. Haynes, CEO

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Leticia Y. Barela

15B. CONTRACTOR/OFFEROR: [redacted] (Signature of person authorized to sign)

15C. DATE SIGNED: 09/12/2014

16B. UNITED STATES OF AMERICA: [redacted] (Signature of Contracting Officer)

16C. DATE SIGNED: 09/12/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. PURPOSE: The purpose of this modification is to:
   a. PART I – The Schedule
      i. TABLE OF CONTENTS for Section B-H, is updated;
   b. PART I – The Schedule, Section B, Supplies or Services and Prices/Costs
      i. CLIN 0001A CONTRACT TRANSITION: COST REIMBURSEMENT, NO FEE, is replaced in its entirety;
      ii. CLIN 0001B BASE TERM (YEARS 1-5), is replaced in its entirety;
      iii. CLIN 0001C OPTION I TERM (YEARS 6-7), is replaced in its entirety;
      iv. CLIN 0001D OPTION II TERM (YEARS 7-8), is replaced in its entirety;
      v. CLIN 0001E OPTION III TERM (YEAR 10), is replaced in its entirety;
      vi. CLIN 0001H WORK FOR OTHERS/OTHER REIMBURSABLE WORK, is replaced in its entirety;
      vii. CLIN 0002 URANIUM PROCESSING FACILITY (UPF) PROJECT MANAGEMENT, is replaced in its entirety;
      viii. SUB-CLIN 0002A PROJECT ENGINEERING AND DESIGN (PED), is added in its entirety;
      ix. SUB-CLIN 0002B CONSTRUCTION MANAGEMENT (CM) and CONSTRUCTION, is added in its entirety;
      x. B-2 CONTRACT FEE STRUCTURES, paragraph (b) Fee Structures for CLIN 0002, is replaced in its entirety;
      xi. B-3 SINGLE FEE, paragraph (b) For CLIN 0002, is replaced in its entirety;
      xii. B-5 OBLIGATION OF FUNDS, is replaced in its entirety;
      xiii. B-7 PERFORMANCE EVALUATION PLAN (PEP) is replaced in its entirety;
      xiv. B-8 UPF FEE PLAN, is added in its entirety;
   c. PART I – The Schedule, Section F, Deliveries or Performance
      i. F-2 PERIOD OF PERFORMANCE, is replaced in its entirety;
   d. PART I – The Schedule, Section G, Contract Administration Data
      i. G-1 GOVERNMENT CONTRACTS & CORRESPONDENCE PROCEDURES is replaced in its entirety;
   e. PART I – The Schedule, Section H, Special Contract Requirements
      i. H-11 CONFERENCE COSTS, is added in its entirety;
   f. PART II – Contract Clauses, Section I, Contract Clauses
      i. I-1 FAR CLAUSES INCORPORATED BY REFERENCE, the clause 52.204-7 Central Contractor Registration referenced in I-1 is replaced in its entirety;
      ii. I-1 FAR CLAUSES INCORPORATED BY REFERENCE, clauses 52.204-10, 52.209-6, 52.209-10, 52.219-8, 52.219-9, 52.219-25, 52.222-10, 52.222-54, 52.223-2, 52.230-2, 52.244-6, and 52.251-1 referenced in I-1 are replaced in their entirety;
      iii. I-1 FAR CLAUSES INCORPORATED BY REFERENCE, clauses 52.223-6, 52.223-16, 52.225-25, 52.228-12, 52.228-15, 52.236-5, 52.236-7, 52.236-18, 52.236-19, 52.236-24, 52.236-25, and 52.244-2,are added to I-1 in their entirety;
      iv. I-2 DEAR CLAUSES INCORPORATED BY REFERENCE, clauses 970.5228-1 and 970.5245-1 referenced in I-2 are replaced in their entirety;

v. I-2 DEAR CLAUSES INCORPORATED BY REFERENCE, clauses 952.208-70, 952.236-71, 952.242-70, 952.5203-2, and 952.5223-3 are added to I-2 in their entirety;
vi. I-3 FAR 52.202-1 DEFINITIONS (NOV 2013) (AS MODIFIED BY DEAR 952.202-1), is replaced in its entirety;
vii. I-4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013), is replaced in its entirety;
viii. I-27 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002), is added in its entirety;
ix. I-28 FAR 52.222-30 DAVIS-BACON ACT—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001), is added in its entirety;
x. I-29 FAR 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2013), is added in its entirety;
xi. I-30 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006) is added in its entirety;

g. PART III –List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments
i. Section J, TABLE OF CONTENTS, is updated;
ii. Section J, Appendix A, STATEMENT OF WORK, is replaced in its entirety;
iii. Section J, Appendix B, PERFORMANCE EVALUATION PLAN, is replaced in its entirety;
iv. Section J, Appendix C, TRANSITION PLAN, is replaced in its entirety;
v. Section J, Appendix E, PERFORMANCE GUARANTEE AGREEMENTS, is replaced in its entirety;
vi. Section J, Appendix G, UPF PROJECT MANAGEMENT PLAN, is replaced in its entirety;
vii. Section J, Appendix J, KEY PERSONNEL, is replaced in its entirety;
viii. Section J, Appendix N, LIST OF APPLICABLE DIRECTIVES, is replaced in its entirety;
ix. Section J, Appendix P, SPECIAL FINANCIAL AGREEMENT, is replaced in its entirety; and
x. Section J, Appendix R, LIST OF CONTRACTING OFFICER'S REPRESENTATIVES, is replaced in its entirety.

As a result of this action, the contract is modified in the following particulars:

2. CHANGES TO THE BASIC CONTRACT. The changes to the contract are as follows:

a. PART I – TABLE OF CONTENTS

(i) TABLE OF CONTENTS, is updated to include clauses H-10 and H-11.

b. PART I – The Schedule, Section B, Supplies or Services and Prices/Costs

(i) CLIN 0001A CONTRACT TRANSITION: COST REIMBURSEMENT, NO FEE, is replaced in its entirety as follows:

"**CLIN 0001A CONTRACT TRANSITION: COST REIMBURSEMENT, NO FEE**

Services being Acquired under this Contract Line Item Number (CLIN): The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely transition from the existing contracts to the new contract to operate the Y-12 National Security Complex (Y-12) and the Pantex Plant (PX), (hereinafter referred to as "the Sites").

The initial transition period of four months for the Y-12/PX Contract consolidation will be on a cost reimbursement basis and the estimated cost is $22,600,000. There will be no fee earned or paid during transition, however, cost savings initiatives may begin in accordance with B-2(a)(3)."

(ii) CLIN 0001B BASE TERM (YEARS 1-5), is replaced in its entirety as follows:

"**CLIN 0001B BASE TERM (1 JUL 2014 – 30 JUN 2019)**

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, material, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated Cost Savings Incentive Fee (CSIF)	CSIF Earned
1 Jul 2014 – 30 Sep 2015	$29,949,750	$19,966,500	$49,916,250		$21,439,000	
1 Oct 2015 – 30 Sep 2016	NA	$39,933,000	$39,933,000		$42,104,000	
1 Oct 2016 – 30 Sep 2017	NA	$39,933,000	$39,933,000		$46,831,000	
1 Oct 2017 – 30 Sep 2018	NA	$39,933,000	$39,933,000		$42,476,000	
1 Oct 2018 – 30 Jun 2019	NA	$29,949,750	$29,949,750		$26,962,000	

[*Performance Period 1 Jul 2014 – 30 Sep 2015 is a 15 month period of performance and Performance Period 1 Oct 2018 – 30 Jun 2019 will be a 9 month period of performance to align with the fiscal year.]"

(iii) CLIN 0001C OPTION I TERM (YEARS 6-7), is replaced in its entirety as follows:

"CLIN 0001 C OPTION I TERM (1 JUL 2019 – 30 JUN 2021)

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Jul 2019 – 30 Jun 2020	NA	$39,933,000	$39,933,000		$17,864,000	
1 Jul 2020 – 30 Jun 2021	NA	$39,933,000	$39,933,000		$14,663,000	

(iv) CLIN 0001D OPTION II TERM (YEARS 7-8), is replaced in its entirety as follows:

"CLIN 0001 D OPTION II TERM (1 JUL 2021 – 30 JUN 2023)

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Jul 2021 – 30 Jun 2022	NA	$39,933,000	$39,933,000		$14,419,000	
1 Jul 2022 – 30 Jun 2023	NA	$39,933,000	$39,933,000		$14,129,000	

(v) CLIN 0001E OPTION III TERM (YEAR 10), is replaced in its entirety as follows:

"CLIN 0001E OPTION III TERM (1 JUL 2023 – 30 JUN 2024)

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Jul 2023 – 30 Jun 2024	NA	$39,933,000	$39,933,000		$21,933,000	

(vi) CLIN 0001H WORK FOR OTHERS/OTHER REIMBURSABLE WORK, is replaced in its entirety as follows:

"CLIN 0001 H WORK FOR OTHERS/OTHER REIMBURSABLE WORK

Services being Acquired under this CLIN: The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Work for Others/Other Reimbursable Work, and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Work For Others and Other Reimbursable Work efforts as directed by the Contracting Officer.

Performance Period	Estimated Cost	Available Fixed Fee	Estimated Cost + Available Fixed Fee	Actual Fee Earned
1 Jul 2014 – 30 Sep 2015				
1 Oct 2015 – 30 Sep 2016				
1 Oct 2016 – 30 Sep 2017				
1 Oct 2017 – 30 Sep 2018				
1 Oct 2018 – 30 Jun 2019				
OPTION I	**********	**********	**********	**********
1 Jul 2019 - 30 Jun 2020				
1 Jul 2020 - 30 Jun 2021				
OPTION II	**********	**********	**********	**********

1 Jul 2021 - 30 Jun 2022				
1 Jul 2022 - 30 Jun 2023				
OPTION III	**********	**********	**********	**********
1 Jul 2023 - 30 Jun 2024				

[Table to be completed by the Government in accordance with Section B, B-2(a)(4).]

(vii) CLIN 0002 URANIUM PROCESSING FACILITY (UPF) PROJECT MANAGEMENT, is replaced in its entirety as follows:

"**CLIN 0002 URANIUM PROCESSING FACILITY (UPF) PROJECT MANAGEMENT**

Services being Acquired under this CLIN: The Contractor shall, in accordance with Section J, Appendix A, Chapter IV, and all other applicable terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely ensure the completion of UPF. The cost and fee associated with awarding this CLIN shall be accounted for and reported separately and be completely severable from all other parts of this contract.

The Maximum Available UPF Fee (MAUF) (inclusive of Sub-CLINs) for the project management of UPF is:

Column A	**Column B**	**Column C**	**Column D**	**Column E**
Performance Period	UPF Approved Cost Baseline	Percentage Multiplier of Notional Cost for Maximum Available UPF Fee (MAUF)	Calculated Dollar Value ($) for MAUF	Total Earned Fee
1 Jul 2014 - 30 Jun 2015*	TBD	5.0%	TBD	TBD
1 Jul 2015 – 30 Jun 2016	TBD	5.0%	TBD	TBD
1 Jul 2016 – 30 Jun 2017	TBD	5.0%	TBD	TBD
1 Jul 2017 – 30 Jun 2018	TBD	5.0%	TBD	TBD
1 Ju1 2018 – 30 Jun 2019	TBD	5.0%	TBD	TBD
1 July 2019 – 30 Jun 2020	TBD	5.0%	TBD	TBD

1 July 2020 – 30 Jun 2021	TBD	5.0%	TBD	TBD
1 July 2021 – 30 Jun 2022	TBD	5.0%	TBD	TBD
1 July 2022 – 30 Jun 2023	TBD	5.0%	TBD	TBD
1 July 2023 – 30 Jun 2024	TBD	5.0%	TBD	TBD

[*Columns B and D-E will be completed by the Government when the Contractor's Cost Model and UPF project baseline is approved. The Contractor's Cost Model and UPF project baseline shall be submitted for NNSA appoval no later than December 1, 2014, and will be updated annually or as required. Accordingly, the percentage proposed by the Contractor (inserted into Column C) will be applied to the UPF approved cost baseline.]

The UPF Fee Plan in Section J, Appendix B-2 shall be utilized for the purposes of establishing the Total Earned Fee (Column E)."

(viii) SUB-CLIN 0002A PROJECT ENGINEERING AND DESIGN (PED), is added in its entirety as follows:

"**SUB-CLIN 0002A PROJECT ENGINEERING AND DESIGN (PED)**

(a) This SUB-CLIN 0002A for Project Engineering and Design (PED) of the UPF utilizes a cost-reimbursement type Contract with terms for a MAUF, whereby the Contractor can earn MAUF based on the approved UPF Fee Plan included in Section J, Appendix B-2.

(b) The values* shown below represent the PED values as of July 1, 2014 through June 30, 2015:

Not-to-Exceed Cost: $200,513,000

Available MAUF: TBD

*Estimated values until the Contractor's Cost Model and UPF project baseline is approved."

(ix) SUB-CLIN 0002B CONSTRUCTION MANAGEMENT (CM) AND CONSTRUCTION, is added in its entirety as follows:

"**SUB-CLIN 0002B CONSTRUCTION MANAGEMENT (CM) AND CONSTRUCTION**

(a) This SUB-CLIN 0002B for Construction Management and Construction of the UPF utilizes a cost-reimbursement type Contract with terms for a MAUF, whereby the Contractor can earn MAUF based on the approved UPF Fee Plan included in Section J, Appendix B-2.

(b) The values* shown below represent the Construction Management values as of July 1, 2014 through June 30, 2015

Not-to-Exceed Cost: $19,876,979

Available MAUF: TBD

*Estimated values until the Contractor's Cost Model and UPF project baseline is approved."

(x) B-2 CONTRACT FEE STRUCTURES, paragraph (b) Fee Structures for CLIN 0002, is replaced in its entirety as follows:

"(b) Fee Structure for CLIN 0002

(1) Definitions

Total Earned Fee = Amount of Award Fee Earned for that period

MAUF = Maximum Available UPF Fee
MAUF % = Contractor's Proposed Percentage Multiplier for MAUF

Reward/Penalty Fee Structure: A "Reward/Penalty" fee structure for CLIN 0002 will be established in the UPF Fee Plan.

(2) The fee structure for UPF will be separate and severable from the other fee in this contract and is described in this section. The Total Earned Fee amounts will be incorporated into the Table in CLIN 0002 above. Notwithstanding the Contract's Section I Clause entitled "DEAR 970.5243-1, Changes," the Maximum Available Uranium Processing Facility Fee (MAUF) percentage in Column C of the table in CLIN 0002 is not subject to adjustment.

(i) Maximum Available UPF Fee

The Contractor will be paid a Maximum Available UPF Fee for CLIN 0002 accomplishments under the UPF Fee Plan. The Maximum Available UPF Fee is reflected in the above table for CLIN 0002, Column D.

(3) Provisional Payment of Fee

(i) Provisional payment of Available Fee CLIN 0002 table above will be approved by the Contracting Officer "quarterly*" in accordance with Section B, B-8, UPF Fee Plan and the approved UPF Fee Plan included in Section J, Appendix B-2. [*No fee will be earned until the Cost Model and UPF Baseline are approved.]

(ii) The balance of MAUF will be available, if any, upon issuance of the Contracting

Officer's notification in accordance with Section B, B-8, UPF Fee Plan.

(A) If the provisional payments made above exceed the Total Earned Fee in CLIN 0002, or the Contractor fails to fully accomplish the factor/criteria/milestone for which it has received provisional payments, the Contracting Officer will determine if the Contractor is to refund all or part of the provisional fee it has received. Any refund made shall include interest. Interest will be paid at the published prime rate of the financial institution (depository) in which the special account is established or at the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563) whichever is higher, which is applicable to the period in which any unearned payments were made. Interest paid resulting from this clause is an unallowable cost.

(B) The Contractor shall remit any balance due payable to the Government in accordance with directions to be provided by the Contracting Officer.

(4) The MAUF is 100% at risk. NNSA will determine how unearned fee will be available for future performance periods, after a reward/penalty structure is established."

(xi) B-3 SINGLE FEE, paragraph (b) For CLIN 0002, is replaced in its entirety as follows:

"(b) For CLIN 0002. If the Contractor is part of a consortium, joint venture, and/or other Contractor Team Arrangement as defined in FAR 9.601, the team shall share in the MAUF defined at Section B, B-2, Contract Fee Structure. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract unless otherwise approved by the Contracting Officer."

(xii) B-5 OBLIGATION OF FUNDS, is replaced in its entirety as follows:

"**B-5 OBLIGATION OF FUNDS**

Pursuant to this Contract's Section I Clause entitled "DEAR 970.5232-4, Obligation of Funds," the total amount obligated by the Government with respect to this Contract is:

	Transition Term	Base Term		
		M&O CLIN 0001B	WFO CLIN 0001H	UPF CLIN 0002
Funds Obligated in Contract through Modification No. 0014:	**$22,600,000**	**$946,165,427.28**	**$27,448,261.34**	**$270,545,380.87**
Funds Obligated by this Modification No. 0015:	**$0**	**$0**	**$0**	**$0**
Total Funds Obligated through Modification No. 0015:	**$22,600,000**	**$946,165,427.28**	**$27,448,261.34**	**$270,545,380.87**
Total Funds Obligated to the Contract Since Inception of Contract:	**$1,266,759,069.49**			

The expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the DOE/NNSA may legally spend for such purposes."

(xiii) B-7 PERFORMANCE EVALUATION PLAN (PEP) is replaced in its entirety as follows:

"**B-7 PERFORMANCE EVALUATION PLAN (PEP)**

(a) Performance Evaluation Plan. A PEP developed by NNSA for this Contract, with Contractor input, shall document the process by which the Contractor's performance will be evaluated, except for the work covered by CLIN 0002, which will have a separate plan as outlined in Section B, B-8, UPF Fee Plan. The Parties will strive to reach mutual agreement on expected business, operational and technical performance and will work together to establish the performance evaluation plan. In the event the parties cannot come to agreement on the PEP, the NNSA Production Office (NPO) Manager reserves the unilateral right to make the final decision, including changes thereto, on all performance objectives, goals, and measures and the methodology used to evaluate Contractor performance. The PEP shall be finalized, whether bilaterally or unilaterally, prior to the start of an appraisal period and incorporated into the Contract at Section J, Appendix B-1, Performance Evaluation Plan by a formal contract modification executed by the Contracting Officer. The NPO Manager and Contracting Officer may revise the PEP, consistent with Section J, Appendix A, Statement of Work (SOW), during the appraisal period of performance. The Contracting Officer will incorporate any revisions to the PEP through a contract modification. No changes will be made to the PEP with less than 60 days remaining in the appraisal period.

(b) Contractor Appraisal Self-Assessment Report. A periodic self-assessment shall be prepared by the Contractor for consideration by the Government in developing an annual Performance Evaluation Report (PER).

(c) Determination of Performance Incentive Fee

(1) NNSA will evaluate the Contractor's performance against the PEP.

(2) The fee determination will be made in accordance with the PEP and supported by the PER. The determination as to the amount of fee earned is a unilateral determination made by the Fee Determination Official (FDO).

(3) The NNSA will promptly advise the Contractor in writing of the amount and the basis of the fee determination.

(4) Fee not earned (unearned fee) during the evaluation period will not be made available in future evaluation periods.

(5) In the event that the Contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirements it will be considered by the FDO, or his designee, who may adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause, entitled "Conditional Payment of Fee, Profit, and other Incentives- Facility Management Contract."

(d) Schedule. The NPO Manager will issue the FDO's final total Performance Incentive Fee amount earned determination in accordance with this Contract. A determination will be made within sixty calendar days after the receipt by the Contracting Officer of the Contractor's self assessment or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and Contracting Officer agree. Within ten calendar days of the FDO final determination, the Contracting Officer will issue a modification to the contract authorizing the payment of such fee. If the Contracting Officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount will be made within seventy calendar days (or such other time period as mutually agreed to between the Contracting Officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned, less any provisional payments, at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period."

(xiv) B-8 UPF FEE PLAN, is added in its entirety as follows:

"B-8 UPF FEE PLAN

(a) UPF Fee Plan. A UPF Fee Plan developed by the NNSA UPF Project Office for this Contract, with Contractor input, shall document the process by which the Contractor's performance will be evaluated for CLIN 0002. The Parties will strive to reach mutual agreement on expected cost, schedule, quality (technical performance), and management factors and criterion, as well as milestones and deliverables. The Parties will work together to establish the fee plan prior to January 1, 2015. In the event the Parties cannot come to agreement on the fee plan, the UPF Federal Project Director reserves the unilateral right to make the final decision, including changes thereto, on all performance goals and the methodology used to evaluate the Contractor's performance for CLIN 0002.

The UPF Fee Plan shall be approved, whether bilaterally or unilaterally, and incorporated into this Contract at Section J, Appendix B-2, UPF Fee Plan by a formal contract modification executed by the Contracting Officer. The UPF Federal Project Director and Contracting Officer may revise the fee plan, consistent with Section J, Appendix A, Statement of Work (SOW), during the evaluation period through a bilateral contract modification. No changes will be made to the fee plan with less than 60 days remaining in the evaluation period.

(b) Contractor's Self-Assessment Report. A periodic self-assessment will be prepared by the Contractor for consideration by the Government in developing an interim Quarterly Evaluation Report (QER), optional, and annual Performance Evaluation Report (PER) upon issuance of the Contracting Officer's notification in accordance with Section J, Appendix B-2, UPF Fee Plan.

(c) Determination of Total Earned Fee

(1) NNSA will evaluate the Contractor's performance against the UPF Fee Plan.

(2) The fee determination will be made in accordance with the UPF Fee Plan and supported by the PER. The determination as to the amount of fee earned is a unilateral determination made by the Fee Determining Official (FDO).

(3) NNSA will promptly advise the Contractor in writing of the amount and the basis of the fee determination.

(4) In the event that the Contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document,m for any contract requirements it will be considered by the FDO, or his designee, who may adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause, entitled "Conditional Payment of Fee, Profit, and other Incentives- Facility Management Contract."

(d) Schedule. The Contracting Officer will issue the FDO's fee determination letter for the assessed evaluation period, specifying the amount of fee determined and the basis for that determination, in accordance with this Contract. A determination will be made by the FDO within 60 calendar days after the receipt of the Contractor's self-assessment or 70 calendar days after the end of the evaluation period, whichever is later. Within 10 calendar days of the FDO's final fee determination, the Contracting Officer will issue a modification to the contract authorizing the payment of such fee. If the UPF Fee Plan evaluates the Contractor's performance on the completion of specific requirements or milestones, the payment of any earned fee amount will be made within 70 calendar days, or as mutually agreed by both Parties after such completion.

If the determination is delayed beyond these dates, the Contractor shall be entitled to interest on the determined Total Earned Fee amount, less any provisional payments, at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late Total Earned Fee amount determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined Total Earned Fee amount and be subject to interest if not paid in the succeeding 30-day period."

c. PART I – The Schedule, Section F, Deliveries or Performance

(i) F-2 PERIOD OF PERFORMANCE, is replaced in its entirety as follows:

"**F-2 PERIOD OF PERFORMANCE**

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

(a) The Contract's period of performance includes:

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

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

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

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

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

(b) The period of performance of this Contract will expire June 30,2019, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract period of performance may be extended in increments, or portions thereof, for up to an additional period of five years of performance in accordance with Section F, F-5, Evaluation of Performance and Exercise of Option(s). The Contract's maximum period of performance, including the Transition Term and Options, if exercised, shall not exceed ten (10) years, nineteen weeks.

(c) The Transition Term shall be for the transition activities identified in Section J, Appendix C, Transition Plan. The Contractor's responsibility for management and operation of the Sites against the Statement of Work shall commence with the Base Term. The Option Terms 1-3 conditions are set forth in Section F, F-5, Evaluation of Performance and Exercise of Option(s)."

d. PART I – The Schedule, Section G, Contract Administration Data

(i) G-1 GOVERNMENT CONTACTS & CORRESPONDENCE PROCEDURES, is replaced in its entirety as follows:

"G-1 GOVERNMENT CONTACTS & CORRESPONDENCE PROCEDURES

(a)

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

NNSA Production Office, Y-12 Attn: NPO Manager P.O. Box 2050 Oak Ridge, TN 37831-8009	NNSA Production Office, Y-12 Attn: NPO ACO P.O. Box 2050 Oak Ridge, TN 37831-8009

(2) The Uranium Processing Facility (UPF) Project Office (UPO) Federal Project Director (FPD) for this Contract is the Contractor's primary point of contact for all technical and administrative matters, except as identified in Section G, G-3, DOE/NNSA Patent

Counsel, regarding performance of this Contract under CLIN 0002. The UPO ACO is the Contractor's primary point of contact for all contractual matters related to CLIN 0002. The UPO FPD and ACO can be reached at:

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

(b) Technical and Administrative Correspondence:

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

(c) Designation of Contracting Officer's Representative(s)

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

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

(d) Contractual Correspondence/Matters

Correspondence involving contractual matters shall be addressed to the Contracting Officer responsible for administration of this Contract. The Contracting Officer for the NNSA is Leticia Y. Barela. This individual shall be primarily responsible for all Contractual actions required to be taken by the Government under the terms of this Contract.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned shall be authorized to take the required Contractual action(s) within the limits of his/her authority.

(e) Marking

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

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

(f) Distribution

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

e. PART I – The Schedule, Section H, Special Contract Requirements

(i) H-11 CONFERENCE COSTS, is added in its entirety as follows:

"**H-11 CONFERENCE COSTS**

(a) The Contractor shall follow the most current guidance issued by DOE/NNSA concerning reporting conference related activities and spending. The Contractor shall request, obtain approval, and report all conference activities through the Conference Management Reporting and Approval Tool on the DOE iPortal at https://iportal.doe.gov.

(b) While a conference may be approved by DOE/NNSA based on estimated cost and attendance to ensure federal funds are used for purposes that are appropriate, cost effective, and important to the core mission, only the Contracting Officer has authority to determine if the costs incurred by the Contractor are reasonable, allowable, and allocable to the contract.

(c) The Contracting Officer will ensure conference activities are included in the Contractor's annual audit plan for FY2014 and FY 2015."

f. PART II – Contract Clauses, Section I, Contract Clauses

(i) I-1 FAR CLAUSES INCORPORATED BY REFERENCE, the clause 52.204-7 Central Contractor Registration referenced in I-1 is replaced in its entirety as follows:

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.204-7	System for Award Management	July 2013

(ii) I-1 FAR CLAUSES INCORPORATED BY REFERENCE, the following clauses referenced in I-1 are replaced in their entirety as follows:

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jul 2013
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspeneded, or Proposed for Debarement	Aug 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	May 2012
52.219-8	Utilization of Small Business Concerns	Jul 2013
52.219-9	Small Business Subcontracting Plan - Alt II Oct 2010	Jul 2013
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	Jul 2013
52.222-10	Compliance with Copeland Act Requirements	Feb 1998
52.222-54	Employment Eligibility Verification	Aug 2013
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction FAR Contracts	Sep 2013
52.230-2	Cost Accounting Standards	May 2012
52.244-6	Subcontracts for Commercial Items	Dec 2013
52.251-1	Government Supply sources	Apr 2012

(iii) I-1 FAR CLAUSES INCORPORATED BY REFERENCE, the following clauses are added to I-1 in their entirety as follows:

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.223-6	Drug Free Workplace	May 2001
52.223-16	IEEE 1680 Standard for Environmental Assessment of Personal Computer Products Alt I	Dec 2007
52.225-25	Affirmative Action Compliance Requirements for Construction	Feb 1999
52.228-12	Prospective Subcontractor Requests for Bonds	Oct 1985
52.228-15	Performance and Payment Bonds - Construction	Oct 2010
52.236-5	Material and Workmanship	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-18	Work Oversight in Cost-Reimbursement construction Contracts	Apr 1984
52.236-19	Organization and Direction of the Work	Apr 1984
52.236-24	Work Oversight in Architect-Engineer contracts	Apr 1984
52.236-25	Requirements for Registration of Designers	Jun 2003
52.244-2	Subcontracts	Oct-10

(iv) I-2 DEAR CLAUSES INCORPORATED BY REFERENCE, the following clauses referenced in I-2 are replaced in their entirety as follows:

DEAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
970.5228-1	Insurance- Litigation and Claims	Jul 2013
970.5245-1	Property	Jan 2013

(v) I-2 DEAR CLAUSES INCORPORATED BY REFERENCE, the following clauses are added to I-2 in their entirety as follows:

DEAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
952.208-70	Printing	Apr 1984
952.236-71	Inspection in Architect-Engineer contracts	Apr 1994
952.242-70	Technical Direction	Dec 2000
952.5203-2	Performance Improvement and Collaboration	May 2006
952.5223-3	Agreement Regarding Workplace Substance Abuse Programs at DOE Sites	Dec 2010

(vi) I-3 FAR 52.202-1 DEFINITIONS (NOV 2013) (AS MODIFIED BY DEAR 952.202-1), is replaced in its entirety as follows:

"I-3 FAR 52.202-1 DEFINITIONS (NOV 2013) (AS MODIFIED BY DEAR 952.202-1)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(e) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies."

(vii) I-4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013), is replaced in its entirety as follows:

"**I-4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to

reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600."

(viii) I-27 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002), is added in its entirety as follows:

"**I-27 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**

(a) Definitions.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements --

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier --

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) *Subcontracts* --The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement."

(ix) FAR 52.222-30 DAVIS-BACON ACT—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001), is added in its entirety as follows:

"**FAR 52.222-30 DAVIS-BACON ACT—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)**

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract.

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act."

(x) I-29 FAR 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2013), is added in its entirety as follows:

"**I-29 FAR 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2013)**

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

"Caribbean Basin country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark. Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic: or

(ii) The construction material is a COTS item.

"Free Trade Agreement country construction material means" a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Foreign construction material" means a construction material other than a domestic construction material.

"Least developed country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.50-5(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:_____ [*Contracting Officer to list applicable excepted materials or indicate "none"*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			

Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*"

(xi) I-30 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006) is added in its entirety as follows:

"**I-30 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)**

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

g. PART III –List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments

(i) Section J, TABLE OF CONTENTS, the title for Appendix B is updated to "Performance Evaluation Plans".

(ii) Section J, Appendix A, STATEMENT OF WORK, is replaced in its entirety as attached.

(iii) Section J, Appendix B, PERFORMANCE EVALUATION PLAN, is replaced in its entirety as attached.

(iv) Section J, Appendix C, TRANSITION PLAN, is replaced in its entirety as attached.

(v) Section J, Appendix E, PERFORMANCE GUARANTEE AGREEMENTS, is replaced in its entirety as attached. UPF Project Management Plan

(vi) Section J, Appendix G, UPF PROJECT MANAGEMENT PLAN, is replaced in its entirety as attached.

(vii) Section J, Appendix J, KEY PERSONNEL, is replaced in its entirety as attached.

(viii) Section J, Appendix N, LIST OF APPLICABLE DIRECTIVES, is replaced in its entirety as attached.

(ix) Section J, Appendix P, SPECIAL FINANCIAL AGREEMENT, is replaced in its entirety as attached.

(x) Section J, Appendix R, LIST OF CONTRACTING OFFICER'S REPRESENTATIVES, is replaced in its entirety as attached.

3. All other terms and conditions remain unchanged.

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CHAPTER I. Objectives, Scope, and Requirements

1.0 OBJECTIVE

The objective of this Contract is to obtain nuclear production services to support National Nuclear Security Administration (NNSA) and broader national security requirements. This objective includes obtaining services to meet the production requirements derived from the nuclear weapons stockpile plan updated and released by the President of the United States annually. The Contractor shall be fully responsible for high-hazard enriched uranium, special nuclear material (SNM), high-explosive and nuclear weapon assembly/disassembly functions to support NNSA Stockpile Stewardship and Management Program activities directed by the Office of Defense Programs (DP). The Contractor shall function as the single integrating contractor for scheduling parts and performing material logistics within the Nuclear Security Enterprise (NSE). The Contractor shall provide a single management structure and interface to the Government for integrating production across the NSE.

NNSA tritium supply management functions are also included in Contractor responsibilities if this option is exercised. Furthermore, the Contractor shall directly support the NNSA Offices of Naval Reactors and Nuclear Non-Proliferation in addition to other Department of Energy (DOE) offices. Beyond DOE/NNSA, the Contractor shall provide unique services to ongoing missions for other Government agencies or privately owned organizations on a non-interference basis with the DOE/NNSA workload.

This statement of work includes two Contract Line Item Numbers (CLINs). CLIN 0001 covers the management and operation of Pantex and Y-12 for the initial five year base with sub-CLINs for three option periods, transition of SRTO, and inclusion of SRTO, respectively. CLIN 0002 covers the Uranium Processing Facility (UPF) at Y-12.

In addition to achieving Presidential goals outlined in the April 2010 Nuclear Posture Review, this Contract will fully support the DOE and NNSA Strategic Plans and will strengthen NNSA's vision for a fully integrated and interdependent Nuclear Security Enterprise (NSE), consisting of all eight NNSA sites, by achieving the following four specific objectives:

(i) Improving performance in the completion of national security missions for nuclear production operations;

(ii) Transitioning and merging operations at geographically-dispersed centers of excellence for: nuclear weapon assembly/disassembly; enriched uranium; SNM; high-explosive production; and, tritium supply management under a single Contract;

(iii) Reducing the cost of performing work; and

(iv) Requiring actions that support operation as an integrated DOE/NNSA enterprise.

This Contract does not affect the physical location of nuclear production center of excellence designations at the respective sites.

2.0 BACKGROUND

2.1 The NNSA Mission

The NNSA, established by Congress per the NNSA Act (Title XXXII of the National Defense Authorization Act for Fiscal Year 2000, Public Law 106-65) as a semiautonomous element within DOE, is responsible for the management and security of the nation's nuclear weapons, non-proliferation, and naval propulsion programs. It also responds to nuclear and radiological emergencies in the United States and abroad, and NNSA federal agents provide safe and secure transportation of nuclear weapons, components and special nuclear materials.

2.2 The NNSA Organization

NNSA relies on Management and Operating (M&O) Contractors to manage day-to-day site operations and to adhere to its policies when operating its laboratories, production plants, and other facilities in the NSE. Together, the M&O Contractors implement NNSA's all-encompassing Stockpile Stewardship Program managed by Defense Programs that includes operations associated with surveillance, assessment, maintenance, refurbishment, manufacture and dismantlement of the nuclear weapons stockpile as well as research, development and certification efforts.

2.3 Becoming an Enterprise

Overall, the NNSA needs to carry out its mission within research, development, and manufacturing organizations that are safe, secure, integrated, efficient, and cost effective. Work must be aligned with requirements received from key customers in a manner that strives to retain the intellectual excellence and key infrastructure capabilities demanded by national interests.

Throughout the 1990s, the DOE/NNSA took steps to consolidate to its current configuration of three national laboratories, four production plants, and a nuclear test site. In an evaluation of the NSE completed in October 2008, NNSA published a Supplemental Programmatic Environmental Impact Statement (SPEIS) that analyzed alternatives for transforming the complex into a smaller more efficient enterprise that responds to changing national security challenges and ensures the long-term safety, security, and reliability of the nuclear weapons stockpile. Two Records of Decision (RODs) informed by this SPEIS were published in December 2008.

While the RODs look at transforming the physical infrastructure, other initiatives have been undertaken to improve management and business practices. Two councils have been formed: one among the Contractor senior management and another among the federal site managers. The main function of these councils is to improve the integration and communication within the enterprise. Also, governance reform is an NNSA management initiative that focuses on developing a partnering relationship between the federal team and the supporting M&O Contractors.

2.4 Location of Performance

The three sites under this Contract are:

2.4.1 Y-12 National Security Complex (Y-12): Y-12 is a Government-owned site located in Oak Ridge, Tennessee, on approximately 800 acres within the 34,000 acre Oak Ridge Reservation. The NNSA facilities at Y-12 consist of over 350 buildings with approximately 5,800,000 gross square feet (gsf). Another 1,730,000 gsf are facilities that are the responsibility of the Office of Science, Office of Nuclear Energy, or the Office of Environmental Management.

2.4.2 Pantex Plant (PX): PX is a Government-owned site located near Amarillo, Texas, on approximately 10,500 acres at Pantex Plant proper and 1,100 acres of detached property called Pantex Lake, approximately 2.5 miles northeast of the main plant site. In addition, PX leases 5,800 acres south of the plant as a security buffer and owns approximately 1,526 acres of land east of FM2373 that provides an additional security buffer and is being used primarily for agriculture and location of the Pantex Wind Farm. The total acreage under Federal control is approximately 17,400 acres. The facilities on the site consist of 638 buildings comprising approximately 3,110,000 gsf.

2.4.3 Savannah River Tritium Operations (SRTO): SRTO is within the Savannah River Site (SRS) which is a Government-owned Environmental Management site located in south-central South Carolina and occupies approximately 198,420 acres in Aiken, Barnwell, and Allendale Counties. SRS is approximately 15 miles southeast of Augusta, Georgia, and 12 miles south of Aiken, South Carolina. The NNSA SRTO consists of approximately twenty-nine acres centrally located within the site. The SRTO facility is comprised of 32 buildings consisting of approximately 377,809 gsf.

3.0 SCOPE

This Contract is comprehensive with an objective to perform all necessary operational, coordination, and management functions at Y-12, PX, and SRTO (should this option be exercised) required to support NNSA and broader national security missions assigned to these sites. This includes but is not limited to all ongoing missions and functions, as well as those that may be assigned during the term of the Contract. It further includes all infrastructure management and maintenance; information technology; human resource management including critical skills recruitment and retention; environmental management; health, safety and security systems; and purchasing and other administrative systems.

In the execution of this Contract, and particularly program integration, the Contractor shall meet rigorous quality and reliability standards essential for the U.S. nuclear deterrent; maintain sufficient production capacity and produce at rates defined in planning documents; and implement flexible production management and execution processes to accommodate a dynamic national security environment. The Contractor shall balance risk management and cost reduction initiatives to provide increased value to the Government. This applies both internally to this Contract and to improving the overall cost efficiency of the NSE.

The Contractor shall be fully responsible and accountable for the safe and secure accomplishment of all work, whether performed by its own personnel or team members, including subcontractors. The Contractor shall be responsible for planning and coordinating production schedules; integrating, managing and executing the programs; supporting and executing large and small projects; and completing operations and other activities as described in this Statement of Work.

3.1 Mission

The Contractor shall safely and securely complete all mission responsibilities and improve performance in the completion of national security missions for nuclear production operations and all other national security missions, as applicable. NNSA has a Work Breakdown Structure (WBS) that is discussed further in Section J, Appendix F, Work Breakdown Structure. At a minimum, the Contractor shall:

(i) Sustain the necessary workforce and exercise essential capabilities for: nuclear weapon assembly/disassembly, enriched uranium and lithium, SNM, high-explosive production, and tritium supply management centers of excellence;

(ii) Maintain authorization basis for high-hazard operations;

(iii) Operate high-hazard chemical processing facilities and systems within approved authorization basis;

(iv) Assure the availability of core capabilities, regardless of stockpile size;

(v) Implement and oversee the nuclear explosive and weapons surety program to include nuclear weapon/nuclear explosive safety, security and use control;

(vi) Sustain and modernize the infrastructure;

(vii) Interface with and support other contractors performing work at any of the sites;

(viii) Balance available resources to meet mission requirements and infrastructure sustainment while maintaining safe, secure, environmentally compliant and responsive operations; and

(ix) Effectively partner with other Contractors within the NSE to manage the master schedule for all production activities and be responsible for the execution of uranium, SNM, high explosives, nuclear weapons assembly/disassembly, dismantlement, and surveillance functions in support of the Stockpile Stewardship Program. In performing this responsibility, issues between the NSE contractors will be brought to Defense Programs management for resolution.

3.2 Merging of Operations

The Contractor shall merge operations, in accordance with Section J, Appendix D, Merger Transformation Plan, at geographically-dispersed centers of excellence for: nuclear weapon assembly/disassembly; enriched uranium; SNM; high-explosive production; and, tritium supply management (if exercised by option) under a single Contract. At a minimum, the Merger Transformation Plan shall describe how the Contractor will:

(i) Manage merger of operations without negatively impacting mission;

(ii) Ensure critical skills necessary to maintain capabilities;

(iii) Identify and streamline redundant technical and business operations across the sites under this Contract;

(iv) Incorporate governance (Section J, Appendix A, Chapter I, 4.4); and

(v) Maintain relationships and regulatory interfaces, and assume responsibility for permits with local, State and Federal entities, other DOE offices, and stakeholders.

3.3 Scope and Financial Management

The Contractor shall support the DOE/NNSA Planning, Programming, Budgeting and Evaluation (PPBE) process. In supporting PPBE, the Contractor shall provide financial data for Government systems, such as:

- Standard Accounting and Reporting System (STARS)
  - STARS information is provided under the Institutional Cost Reporting Categories
- iMANAGE
- Enterprise Portfolio Analysis Tool (EPAT)
  - The EPAT information shall be collected in accordance with the Work Breakdown Structure (WBS) (see Section J, Appendix F)
- Facilities Information Management System (FIMS)

The Contractor shall maintain financial cost reporting systems to provide detailed cost reports for cost, scope, and schedule for direct and indirect costs for all work performed under this Contract. The cost reports shall include labor costs, leave/hours not worked, staff augmentation, fringe, pension, legacy, materials, services-subcontractors, direct service centers, other expenses, capital, labor category, and full-time equivalent (FTE) resource usage for all direct and indirect costs and utilize cost benefit analyses to determine the appropriate level of support functions and risks. The Contractor shall provide NNSA transparency into those financial cost reporting systems and shall provide routine reports to allow NNSA visibility into program and cost management supporting reports to external sources (see Section J, Appendix O). The Contractor's financial cost reporting systems shall support the DOE STARS, iMANAGE, EPAT and support systems, such as FIMS, as well as other Government systems as they are developed and implemented.

The NNSA will provide the initial cost information, FTE data and scope framework on the effective date of the Contract. The Contractor shall develop a baseline for all Contractor direct programs and indirect support costs in accordance with DOE institutional cost reporting categories as found in Section J, Appendix M, Institutional Cost Reporting, and utilize the WBS reporting structure for further program granularity, as applicable and as it continues to develop within NNSA. The baseline shall include cost, scope of work, and schedule with a change control process. Baselines will be utilized for implementing the cost reduction features under this Contract. The baseline will be reviewed and approved annually by the Contracting Officer.

The Contractor shall have in place tools to: 1) manage mission and indirect changes in scope, cost, and schedule; 2) compare actual costs of work performed (ACWP) to budgeted costs of work performed (BCWP); 3) accurately forecast estimated costs to complete (ETC) and estimated total costs at completion (EAC); and 4) document deviations from the baselines described above in this paragraph and, on a timely basis, notify the Contracting Officer of such changes. The Contractor shall not make retroactive changes to records pertaining to work performed that will change previously-reported costs, except for correction of errors and routine accounting adjustments and not make retroactive changes for funding fluctuations or revisions in EAC.

3.4 Enterprise Success

The Contractor shall participate with NNSA and other NNSA M&O Contractors as part of an "enterprise organization" to evaluate, plan, develop and implement strategic initiative activities that optimize mission and business operations across the NSE. The goal of these initiatives is to increase the efficiency and cost effectiveness from a business and mission perspective, to include:

- Reduced operational costs enterprise-wide,
- More consistent work practices and operational processes,
- Better pricing, better products, more timely delivery,
- Reduced administrative costs and lead times for both the Contractor and the DOE/NNSA,
- Greater standardization and interchangeability across the NSE; and
- Increased awards to small business entities.

NNSA expects these and other initiatives to result in a shift to an enterprise focus, based on the Contractor who possesses the most expertise and experience level within the NSE.

The Contractor shall cooperate with NNSA and NSE Contractors in identifying potential cross-NSE benefits to be derived from implementing common practices and goals across the NSE in the areas of mission workload and enterprise functional support.

The Contractor and NNSA shall establish performance incentives with performance measures and targets for strategic efforts that result in enterprise performance improvement overall for the Government.

4.0 ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

4.1 Integrated Safety Management (ISM), Integrated Safeguards and Security Management (ISSM), Environmental Management System (EMS), and Quality Assurance Systems (QAS)

The Contractor shall ensure that ISM, ISSM, EMS, and QAS are integrated into its operations and that its Contractor Assurance System (CAS) reflects Contractor integrated performance related to these systems.

4.2 Work Authorization (WA) System

Specific work requirements under this Contract will be established annually and updated as needed by the Contracting Officer in accordance with the applicable DOE Order and the Contract's Section I Clause entitled "DEAR 970.5211-1, Work Authorization."

4.3 Information Technology (IT)

The NNSA seeks to optimize the efficiency of the NSE through the NNSA Network Vision (2NV) that seeks to consolidate IT infrastructure/services and eliminate redundant systems, to increase efficiency through mobility and cloud computing, and to improve business processes to better integrate across sites. To accomplish these goals, the Contractor must evaluate feasibility of removing redundant systems by completing a careful examination of existing systems and architecture across the sites to develop a single, integrated "to-be" vision that utilizes the best available technologies and management practices from both Government and commercial sources to improve and achieve performance excellence, including fiscal efficiency. With respect to production, these efforts shall include, but are not limited to, the implementation of multi-site, integrated manufacturing based information systems that support weapons production, special nuclear material (SNM) accountability, production scheduling and flow, surveillance, weapon retirement, process knowledge archiving, and preservation of production and certification records. Desktop and back-office computing capabilities should be compatible with those used by NNSA entities. Back-office functions shall include, but not be limited to, payroll, finance, project management, human resources, etc.

The Contractor shall deliver, within 180 days of the Base Term, a draft "to-be" architecture and information technology transition plan that integrates production and business systems at Pantex and Y-12, and further considers integration of SRTO as directed by the Government in a manner that is consistent with the overall enterprise and yields the best value to the Government. This plan shall present a cost and schedule baseline against which performance can be measured. Specifically, the plan must address network consolidation to generate cost efficiencies, mobility to replace manual processes and facilitate a mobile work environment, data center consolidation to generate energy savings, and cloud computing to improve business agility. In addition, the plan must consider (where feasible) replacement of legacy applications with Commercial Off the Shelf (COTS) systems, elimination of redundant IT systems, and collection of data in accordance with DOE or industry standards to improve NSE interoperability.

If the Contractor plans to offer an IT deliverable that is not Internet Protocol version 6 (IPv6) and Homeland Security Presidential Directive (HSPD)-12 compatible, the Contractor agrees to (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) provide a migration path and firm commitment to upgrade to IPv6 and HSPD-12 compatibility for all application and product features.

The Contractor, prior to using any Contractor-owned software and systems where reimbursement is expected, shall request approval by the Contracting Officer. The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any Contractor-owned software and systems brought in and used. Said license shall be limited to the continued nuclear production work by successor Contractors.

4.4 Governance

Governance is the system of management and controls exercised in the stewardship of the organization. The governance system shall be consistent with NNSA governance documents (NAP-21 included in Section J, Appendix N, List of Applicable Directives). Contractors must self govern and deliver mission results in a safe and secure manner. The Contractor shall implement governance through a collaborative partnership with NNSA to form the self-governance framework by which the mission is accomplished in an effective and efficient manner. The governance framework invokes trust and confidence between parties, defines expectations and authorities and verifies performance by utilizing objectives, requirements, assessments, metrics and rewards. The Contractor will focus on NNSA transformation activities that maximize the ability to complete the mission in a way that ensures effective and efficient stewardship of the taxpayers' money. The Contractor shall streamline operations and reduce costs to maximize mission accomplishment through a common understanding of expectations and performance accountability, supported by a strong Contractor Assurance System (CAS). The Contractor shall have a CAS as a subordinate and supporting feature of Governance as described in 4.4.1 below.

4.4.1 Contractor Assurance System: The Contractor shall have a Contractor designed and utilized system to manage performance consistent with Contract requirements. The CAS shall be a primary tool used by Contractor management to measure and improve performance, ensure that mission objectives and Contract requirements are met; ensure that workers, the public and the environment are protected; and ensure that operations, facilities, and business systems are efficiently and effectively operated and maintained. An effective CAS integrates Contractor management, supports corporate parent governance and facilitates Government oversight systems as described in NAP-21. NNSA oversight shall not be relied upon by the Contractor as the primary feedback in assessing its performance. The Contractor is fully accountable for performing its own assessment of these areas.

4.4.2 Standards and Directives Reform: The Contractor shall submit a plan within 180 days after start of Base Term that identifies standards (e.g., ISO 9001, 14001, 18001, or other international or industry standards) to be utilized to replace other DOE requirements and provide the ability for the Contractor to operate with industry best practices. The plan shall describe how quickly the Contractor will achieve ISO certifications or other recommended standards but commit to completion no later than by the end of the second year of the Base Term. In addition, the Contractor, as part of its governance, shall continuously evaluate and examine DOE directives, orders, and requirements to propose needed exemptions or modifications to allow the Contractor to operate in the most effective and efficient manner and to assist in delivering cost savings to the Government.

4.4.3 Parent Organization(s): The Contractor, through its Parent Organizations, shall develop, at a date agreed upon by the Contracting Officer and the Contractor, a multi-year strategy and oversight plan that details (1) its planned efforts and expected accomplishments by year, to continuously improve its management and performance, and (2) the planned efforts and contributions of its Parent Organizations. The Contractor shall also provide an Oversight Plan from its Governing Board (if applicable), which shall be submitted three months prior to each fiscal year for Contracting Officer approval. The Plan shall identify the Board's annual activities to: (1) monitor the Contractor's performance of Statement of Work activities including CAS performance and (2) to assist the Contractor in meeting NNSA's mission and operational requirements. Elements of the plan may be incorporated into the Contractor's Performance Evaluation Plan. The utilization of Parent Organization experts via the Board's activities, which are defined herein as employees of Parent Organization(s), is encouraged for the purpose of achieving improvement in management and performance to resolve deficiencies identified through the Board's oversight or unusual issues encountered in site operations. The Board shall conduct periodic briefings throughout the annual rating period to NNSA management relating their oversight activities against the Plan and effects on production plant performance.

The Contractor is encouraged to identify opportunities for the use of parent corporate systems and corporate home and branch office personnel for site operations for the purposes of monitoring plant performance, assisting the plant in meeting its mission and operational requirements, streamlining the Contractor's administrative and business systems, improving performance, and adapting private sector expertise to plant issues.

The term "systems" means any discrete process, procedure, program, document or instrument where cost of use under this Contract can be identified and quantified to the parent corporation.

The Contractor, prior to using any parent corporate systems or home and branch office personnel where reimbursement is expected, shall submit a plan for review and approval by the Contracting Officer. In reviewing the plan, the Contracting Officer will consider the extent to which each separate element of the plan is more efficient and represents an overall cost savings to the Government versus existing site systems, assists the parent corporation or the Contractor in monitoring plant

performance and in meeting mission and operational requirements or brings value-added expertise to plant issues. The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any Contractor-owned software and systems brought in and used. Said license shall be limited to the continued nuclear production work by successor Contractors.

4.4.4 Performance Evaluation Plan: The Contractor shall participate in the formulation of Performance Evaluation Plans (PEP) that covers a defined period of time. The PEP shall include performance objectives, goals and measures.

4.4.5 Performance Metrics: The Contractor shall propose a list of performance metrics that provide Contractor and NNSA management an overall assessment of the "health of the operation" quickly and accurately. Once established, the metrics shall be part of the CAS and be provided with transparency to aid in the identification and understanding of significant performance issues.

4.5 Contractor Human Resources

The Contractor shall have the flexibility to restructure the workforce and make changes to employee benefits throughout the term of the Contract, as may be permitted by this Contract and applicable law, to maximize efficiencies. The Contractor shall be responsible for identification and maintenance of critical skills and for the employment of all professional, technical, skilled, and other personnel engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel, including apprentice programs. Persons employed by the Contractor or its subcontractors or consultants shall not be deemed employees of the Government. The Contractor shall follow the Human Resources (HR) requirements pertaining to workforce transition and management in accordance with Section J, Appendix A, Chapter III, Human Resources.

4.6 Environmental Permits and Applications

In recognition of the Contractor's responsibility to operate in compliance with all applicable environmental requirements, the Contractor is responsible for signing environmental permits and applications as "operator or co-operator" at the sites.

(i) If bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by NNSA to be excessive or unreasonable, NNSA shall provide the regulatory agency with an acceptable form of financial responsibility.

(ii) The Contractor shall accept, in its own name, service of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to clauses of this Contract. The Contractor shall notify the Contracting Officer promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties. Nothing stated above shall affect the Contractor's right to challenge or contest the applicability or validity of such NOVs/NOAVs and fines and penalties.

(iii) In the event of termination or expiration of this Contract, NNSA will require the new Contractor to accept transfer of all environmental permits executed by the Contractor.

(iv) For SRTO, if this option is exercised, the Contractor shall be responsible for becoming a party to all regulatory compliance agreements, and licenses and permits issued by any federal, state or local regulatory agency associated with the Statement of Work under this Contract, including those previously executed.

(v) When providing NNSA with documents that are to be signed or co-signed by NNSA, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to NNSA that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

4.7 Defense Nuclear Facilities Safety Board and Other Government Agencies Support and Liaison

The Contractor shall support NNSA in interfacing with various Government agencies such as the Defense Nuclear Facilities Safety Board (DNFSB), Department of Defense and state regulatory agencies.

The Contractor shall conduct activities in accordance with those DOE commitments to the DNFSB which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of responses to DNFSB issues and recommendations which affect or can affect Contract work. The Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the applicable DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

4.8 Interfaces with Other Site Users

Within the three sites, there are multiple Contractors responsible for a variety of broad-based programs. Within 90 calendar days after the start of transition for the Base Term and if the option for SRTO is exercised, within 60 calendar days after the start of transition, the Contractor shall submit, for NNSA approval, an Interface Management Plan (IMP) for the affected sites to identify and manage site interfaces/services between DOE, NNSA, DOE/NNSA Contractors, and tenant entities engaged in onsite activities. The IMP should identify any costs related to other site users. The IMP shall also address security in accordance with Section J, Appendix A, Chapter II, 1.2.5, Defense Nuclear Security. The Contractor IMP(s) will become part of the Contract as Section J, Appendix H, Interface Management Plan. For the sites, services that require interface agreements shall be provided in accordance with existing or newly developed memoranda of understanding or other appropriate agreements. The Contractor will provide input to the Nuclear Production Site Office regarding effective support toward common site security and operational objectives. The Government will not consider such input if one contractor has any potential Organizational Conflict of Interest with the other contractor.

4.9 Privacy Act System of Records

The Contractor shall design, develop, and maintain a system of records on individuals to accomplish an agency function in accordance with the Contract's Section I Clause entitled "FAR 52.224-2, Privacy Act". The applicable systems of records are available on the Federal Register. A list of applicable records will be finalized after contract award.

4.10 Cost Reduction

The Contractor shall submit a Cost Reduction Proposal (CRP) in accordance with the Contract's Section I Clause entitled "DEAR 970.5215-4, Cost Reduction".

CHAPTER II. Work Scope Structure

1.0 PROGRAMS

The Contactor shall support the following program activities:

1.1 Defense Programs

1.1.1 Directed Stockpile Work (DSW): The DSW program is responsible for maintaining and enhancing the safety, security, and reliability of the U.S. nuclear weapons stockpile without using underground testing. To meet this goal, DSW provides nuclear warheads and bombs to the Department of Defense (DoD) in accordance with the President's Nuclear Weapons Stockpile Plan. The Plan directs the number and type of weapons that the United States needs to maintain to ensure a credible deterrent. DSW includes weapons and production support programs. These programs are performed to achieve stockpile evaluation, stockpile maintenance, and nuclear weapons assembly and disassembly objectives in accordance with DOE/NNSA requirements plan**.**

Within DSW, the types of activities include, but are not limited to, the assembly and disassembly of nuclear weapons and individual components in support of Life Extension Programs, the Stockpile Evaluation Program, and dismantlement goals and objectives. In addition, it includes the disposition of weapon components, maintaining a weapons quality control program, providing production information systems, and providing laboratory analytical services. Also, each site performs research, development, testing and engineering work for the current and future production missions in support of the weapon laboratories. At Pantex, the high hazard fabrication of high explosive materials, interim storage of SNM and components, and nuclear weapons assembly/disassembly are key deliverables; Y-12 provides the Canned Subassemblies and Savannah River provides tritium supply management services and loaded reservoirs for the weapons. All operations shall meet DOE/NNSA requirements for nuclear facility safety, criticality safety, and nuclear explosive safety. Projected work scope for the NSE within this program includes, but is not limited to:

(i) W76 and B61 Life Extension Program (LEP) deliverables;

(ii) All other LEP deliverables;

(iii) 800-1200 weapon systems equivalent unit operations per year for assembly/disassembly for: (1) surveillance, LEP and dismantlement; (2) Joint Test Assemblies (JTA); and (3) Limited Life Components (LLCs). These operations are on the B53, B61, W62, W69, W70, W71, W76, W78, W80, B83, W84, and W88 systems; (The W87 LEP (Assembly/Disassembly) is the standard equivalent unit and is equal to 1.0 equivalent unit. All other weapons program deliverables are defined as either 0.xx or 1.yy equivalent units based on the number of hours of production time and whether it is greater or less than that standard.)

(iv) Meet annual Defense Program deliverables at Y-12 inclusive of assemblies, subassemblies, piece parts, phases of a dismantlement or surveillance, container refurbishments, and shipments from Area 5;

(v) If SRTO option is included in Contract, 1100-2100 reservoir equivalents per year for loading, 100-170 reservoir equivalents per year for unloading, and 240-350 per year reservoir equivalents for Gas Transfer System Surveillance;

(vi) Maintain and exercise production process capabilities such as casting, rolling, forming, and machining;

(vii) Support of multi-program initiatives including Product Realization Integrated Digital Enterprise and Requirements Modernization and Integration;

(viii) Storage and disposition of excess legacy components from weapons activities;

(ix) Support expense projects, such as the Manufacturing Operations Management at Y-12 (CD-4) and the Operations System Design and Integration at Pantex (CD-4).

1.1.2 Campaigns: Campaigns are focused efforts to address critical capabilities needed to achieve key future program objectives. Campaigns are technically challenging, multi-function efforts that have definitive milestones and specific work plans. For this Contract these campaigns include, but are not limited to, the Engineering and Readiness Campaigns. Projected work scope within this program includes, but is not limited to:

(i) Support advanced technology projects in support of the NSE such as lithium technologies, microwave deployment, wet chemistry replacement, lithium oxide replacement, high explosives development;

(ii) If SRTO option is included in Contract, maintain operational capabilities to perform one or more tritium extractions per year for Tennessee Valley Authority supplied target rods; and

(iii) Support transition of designated Campaign activities to DSW.

1.1.3 Readiness in Technical Base and Facilities (RTBF): RTBF provides the physical and operational infrastructure required to conduct the scientific, technical, and manufacturing activities of the Stockpile Stewardship Program. The RTBF mission is to ensure that the sites comprising the NSE are implementing the technologies and methods necessary to make construction, operation, energy efficiency and maintenance of production facilities safe, secure, reliable and cost effective and that the right facilities and infrastructure are in place to manufacture and certify the 21st century nuclear weapons stockpile.

The key areas within RTBF include, but are not limited to, construction, construction support and contractor integration, management of containers (onsite and offsite), operations of facilities, management and storage of materials (plutonium, highly-enriched uranium (HEU), Tritium, SNM and other materials), Material Recycle and Recovery, and Program Readiness. Projected work scope within this program includes, but is not limited to:

(i) Maintain annual mission critical facility availability;

(ii) Maintain mission critical facilities and mission dependent, not critical facilities;

(iii) Project Management

(A) The Contractor shall perform design and construction activities for all projects under $10M (Expense and General Plant Projects). New projects over $10M, including Expense and Line Item, may be included if determined by the NNSA to be in the Government's best interest.

(B) The Contractor shall perform initial project development (for all projects regardless of dollar value), project management, design, and construction management activities in accordance with required DOE Orders.

(C) The Contractor shall recognize existing Construction Labor Agreements and shall require subcontractors engaged in construction on the construction project to recognize the Construction Labor Agreement.

(D) The Contractor shall maintain project baselines, develop Documented Safety Analysis, define quality requirements, ensure National Environmental Policy Act compliance, provide quarterly reports to the NNSA for assigned projects, support external reviews, and meet other requirements as directed by the Contracting Officer.

(E) Line Item Projects covered by this Contract include, but are not limited to:

- Uranium Processing Facility (UPF), see Chapter IV of this SOW
  - CLIN 0001: Contractor retains Design Authority
  - CLIN 0002: Contractor acts as Design Agent

- High Explosive Pressing Facility (HEPF) (CD-4 thru 2016)
  - Contractor provides design support for the US Army Corps of Engineers
  - Contractor supports construction and completes start-up and commissioning

- Nuclear Facility Risk Reduction Project (Critical Decision (CD) 3B in 2012 and CD-4 in 2016)
  - Contractor completes design
  - Contractor completes construction, start-up, and commissioning
- Security Improvement Project (CD-4 in 2014)
  - Contractor completes construction, start-up, and commissioning

(iv) Manage and disposition waste generated at the sites;

(v) Operate enriched uranium recycle and recovery systems at Y-12 to include chemical processing, metal working, purification, accountability, storage, disposition, breaking, casting, high precision machining, oxide conversion, metal production, and canning;

(vi) Operate lithium recycle and recovery systems at Y-12;

(vii) Reduce the backlog of Highly Enriched Uranium (HEU) material at Y-12 in order to fully execute Material Disposition Plan and manage newly generated low-equity material by processing to a form suitable for long-term storage or discard of material which is below the Economic Discharge Limit;

(viii) Safe and secure storage, management, and disposition of nuclear and non-nuclear materials (weapon assemblies, pit staging, war reserve storage, enriched uranium, Li^6, heavy water, plutonium, and satisfy NNSA and other DOE customer material requirements (also, if SRTO option is included in the Contract, tritium and He^3);

(ix) Support DOE enterprise-wide nuclear materials management and storage initiatives including, supporting the development and update of material management plans, supporting the DOE Nuclear Materials Management Team, and performing special studies related to uranium, lithium, heavy water as requested;

(x) Deliver containers according to Shipment Schedules in support of DSW and other missions; and

(xi) Support footprint reduction efforts at the sites.

(xii) Operate the Wind Energy System (Pantex Wind Farm) as part of the Pantex Renewable Energy Project (PREP).

1.1.4 Secure Transportation: This is the mechanism for the movement of weapons and materials between sites. Key facilities are located in Amarillo, Texas and Oak Ridge, Tennessee. Support under this Contract shall include maintenance of facilities, vehicle maintenance and support, and other activities.

1.2 Other NNSA Work

1.2.1 Infrastructure and Environment: These programs include Site Stewardship, Long-term Environmental Stewardship, NNSA recapitalization programs, Nuclear Materials Management Team, and energy savings initiatives required by the DOE. Projected work scope for the NSE within this program includes, but is not limited to:

(i) Overseeing roofing projects under Enterprise-wide Roofing Asset Management Program;

(ii) Completing recapitalization and deferred maintenance projects; and

(iii) Completing High Pressure Fire Loop at Pantex (CD-4).

1.2.2 Nuclear Counterterrorism Incident Response and Other Nuclear Emergency Response Programs: The Nuclear Counterterrorism Incident Response (NCTIR) program ensures that capabilities are in place to respond to any DOE/NNSA facility emergency, nuclear, or radiological incident within the United States or abroad, and to provide operational planning and training to counter both domestic and international nuclear terrorism and assure that DOE can carry out its mission-essential functions. This includes DOE's radiological assistance program, NNSA's worldwide weapons accident response management, and other investigations or advisory groups.

1.2.3 Nuclear Non-Proliferation: Defense Nuclear Nonproliferation programs work closely with a wide range of international partners, key U.S. federal agencies, the U.S. national laboratories, and the private sector to detect, secure, and dispose of dangerous nuclear and radiological material, and related weapons of mass destruction technology and expertise. Projected work scope for the NSE within this program includes, but is not limited to:

(i) Integrate, plan and execute disposition projects for DOE complex-wide inventories of surplus and excess nuclear material;

(ii) Complete 100% of scheduled deliveries of excess enriched uranium to customers;

(iii) Provide effective and rapid response to emergent non-proliferation and international security requirements;

(iv) Partner with DOE/NNSA laboratories to leverage resources and expertise in support of nuclear non-proliferation goals and objectives;

(v) Support of global nonproliferation activities; and

(vi) Meet 100% of scheduled deliveries for the supply of nuclear materials to foreign and domestic research and isotope production reactors and other Y-12 customers.

1.2.4 Naval Propulsion: Naval Reactors programs require production and delivery of feedstock supporting their nuclear fuel program. Projected work scope for the NSE within this program includes, but is not limited to:

(i) Complete 100% of scheduled deliveries of feedstock to NA-30; and

(ii) Complete annual evaluation, maintain, and submit 20-year plan for NA-30 feedstock requirements.

1.2.5 Defense Nuclear Security (DNS): The DNS program protects NNSA interests from theft, diversion, sabotage, espionage, unauthorized access, compromise, and other hostile acts which may cause unacceptable adverse impacts on national security, program continuity, security of employees, and the public. As required by the security assets at each site, the Contractor shall provide a highly trained, competent, qualified, and certified Protective Force (PF) to protect nuclear explosives, SNM, classified matter, and other NNSA property. The actual PF staffing is determined by the posts and patrols and their required hours of operation. The Contractor is expected to provide staffing to meet requirements in a cost-effective manner. These responsibilities include planning, integration, management, and execution of all program elements **excluding** drug and alcohol testing for all site personnel.

PF operations are included in the scope of this Contract for Pantex and Y-12 and not SRTO. The Government will furnish PF operations at the SRTO. In accordance with the Contract's Section H, H-9, Limitation on Protective Force Subcontracting, the Contractor shall not subcontract protective force services and responsibilities.

The Contractor shall interface, as directed by the CO, with other contractors that perform safeguards and security work within the Oak Ridge Reservation and the Savannah River Site. In addition, at Pantex and Y-12 the scope entails coordination with local law enforcement agencies as well as management and operation of all shared security support services (e.g., Technical Surveillance Countermeasures and pre-event discovery operations) and facilities (inclusive of the Central Training Facility) in Oak Ridge, as well as implementation of the "Graded Security Protection Policy". The Contractor shall establish a formal training program which ensures appropriate personnel are competently trained, and fully qualified to perform the tasks within their assigned responsibilities under both normal and emergency conditions. This responsibility also includes the DOE standardized security training of DOE-Oak Ridge PF personnel at the Central Training Facility. For other PF contractors within the ORR, the Contractor shall develop and conduct site-specific training curricula through coordination with the affected contractors.

1.2.6 Cyber Security: The NNSA Cyber Security program ensures that sufficient information technology and information management security safeguards are implemented throughout the NSE to adequately protect information assets. The overarching goal is to implement a flexible, comprehensive, full life-cycle, risk-

based cyber security program including a cyber security architecture aligned with the NNSA enterprise architecture and plans of the NNSA Office of the Chief Information Officer. The Contractor shall allow full, unfettered access to security logs and cyber security sensor data to the Joint Cyber Coordination Center (JC3) to provide cyber security situational awareness for the NSE. The Contractor shall implement a cyber security baseline program and provide adequate performance metrics to generate a risk-based budget process for the NSE.

1.3 Work for Others/Other Reimbursable Work

This includes the management and execution of other assigned programs related to national security missions for DOE, other Government agencies, or privately owned organizations on a non-interference basis with NNSA work as approved by the Contracting Officer.

2.0 FUNCTIONAL SUPPORT

The Contractor shall provide:

2.1 General Support:

General management and program management functions including: executive direction, human resources, financial support services, procurement, legal services, central administrative services, program and project controls, information outreach, information services, and other general support functions.

In addition, provide legacy health and welfare benefits administration regarding former Contractor employees at Portsmouth Gaseous Diffusion Plant, located near Piketon, Ohio and Paducah Gaseous Diffusion Plant, located approximately 15 miles west of Paducah, Kentucky. Provide legacy pension, health and welfare benefits administration regarding former Contractor employees at K-25, located five miles west of Y-12.

2.2 Mission Support

Mission support functions including environmental, safety and health, facilities management, maintenance, utilities, safeguards and security, logistics support, quality assurance, and laboratory/technical support.

In addition, provide services and support, as directed by NNSA, in the following areas:

(i) Office of Secure Transportation facilities;

(ii) DOE Central Scrap Management Office;

(iii) DOE Business Center for Precious Metals Sales and Recovery;

(iv) DOE Tri-Laboratory Office; and

(v) Sandia-operated Weapons Evaluation Test Laboratory (WETL) operations.

2.3 Site Specific Support

Site specific support includes management and incentive fee administration, state and local taxes, and direction of a DOE-approved Plant-Directed Research, Development and Demonstration (PDRD) Program that supports science-based manufacturing related to the NNSA weapons mission, and encourages advanced research, development, and demonstration work to enhance the science and technology capabilities and core competencies required to fulfill the mission of nuclear production.

CHAPTER III. Human Resources

1.0 DEFINITIONS

Incumbent Employees are the employees in good standing of B&W Technical Services Pantex, LLC and B&W Technical Services Y-12, LLC under Contracts DE-AC04-00AL66620 and DE-AC05-00OR22800, and the Protective Services subcontract DE-AC55-07NA25750 between G4S Government Solutions, Inc., d/b/a WSI-Oak Ridge and B&W Technical Services Y-12, LLC, respectively as of the effective date of the Contract, and Tritium Operations and select employees of the Savannah River Nuclear Solutions, LLC Contract DE-AC09-08SR22470 as of the date of SRTO option exercise.

Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor upon the beginning of the Base Term at Y-12 and PX and new hires other than Incumbent Employees at SRS who perform Tritium Operations work under this Contract.

2.0 WORKFORCE TRANSITION

The following are requirements the Contractor shall carry out during the Transition Term. After the effective date of the Contract, the Contractor may propose alternate due dates for the deliverables described in 2.1, Staffing Plan, 2.2, Pay & Benefits, 2.3, Incumbent Employees Right of First Refusal, and 2.4, Advance Understanding on Human Resources. The Contracting Officer may approve such changes provided the deliverable dates make transition more effective and efficient for both parties.

2.1 Staffing Plan

No later than 30 calendar days after the effective date of the Contract the Contractor shall provide NNSA its plan for achieving the right workforce size and skills mix and an estimate of the number of employees at each site to whom they expect to make employment offers.

2.2 Pay & Benefits

Consistent with the requirements identified in **3.0 COMPENSATION** and **4.0 BENEFITS** below, the Contractor shall develop and submit for NNSA approval an integrated pay and benefits program to cover non-bargaining unit Incumbent and non-bargaining unit Non-Incumbent Employees at PX & Y12. It is expected that the benefits program will be developed utilizing best practice and market based design concepts to achieve maximum efficiency and lower cost through such features as vendor and benefit plan consolidation. If the SRTO option is exercised, the Contractor shall provide information regarding their plans to incorporate SRTO employees into their integrated pay and benefits program.

2.2.1 No later than 45 calendar days after the effective date of the Contract, the Contractor shall submit for NNSA approval all proposed benefit plans. The submission shall include all plan documents that will describe benefits provided to employees at Y12 and PX including existing plans to which the Contractor becomes a sponsor at the beginning of the Base Term as well as newly proposed plans.

The submission shall also include an "Employee Benefits Value Study" comparing the proposed benefit plans for non-bargaining unit Incumbent Employees and non-bargaining unit Non-Incumbent Employees using the NNSA Consolidated Employee Benefit Value Study methodologies and comparator companies, to be provided by the Contracting Officer, described in 4.1.5 below. Contracting Officer's approval of the Contractor's benefits program will be contingent on the net benefit value not exceeding the comparator group by more than five percent.

2.2.2 No later than 120 calendar days after the effective date of the Contract, the Contractor shall submit a plan with a timeline for implementing an integrated Compensation system that meets the criteria defined **3.0 COMPENSATION** below.

2.3 Incumbent Employees Right of First Refusal

The Contractor shall use the Transition Term to make hiring decisions. The Contractor shall give a right of first refusal of employment for every position identified by the Contractor as necessary for completing the requirements of the contract (other than positions occupied by Key Personnel and managers who directly reported to them) under this Contract to Incumbent Employees as defined in **1.0 DEFINITIONS** who meet the qualifications for a particular position. The Contractor shall provide a written offer of employment that identifies the individual's pay and a summary of the benefits package that will be available to the individual. Incumbent employees offered the same position shall be provided their same base salary/pay rate in existence (provided by the incumbent Contractor) at the time the offer is made. Incumbent employees offered a different position than the position they are performing at the time the offer is made shall be provided pay commensurate with the position. Such offer shall be provided to employees as soon as possible, however, no later than no later than 90 calendar days after the effective date of the Contract.

2.4 Advance Understanding on Human Resources

The Contractor shall submit no later than 120 calendar days after the effective date of the Contract a proposed Human Resources Plan. The Plan shall describe the Contractor's proposed Human Resources policies, programs and related expenses that will have cost implications under the Contract. The plan should provide information showing that these proposed policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce. This document will serve as the starting point for negotiation with which NNSA and the Contractor will reach an advance understanding on Contractor Human Resources costs. The advance understanding enables both the Contractor and the NNSA to determine allocability, allowability and reasonableness of costs prior to incurrence, thereby avoiding (to the maximum extent possible) subsequent disallowance and disputes; provide appropriate and reasonable compensation levels to recruit and retain Contractor employees to meet NNSA mission objectives; and assure prudent expenditure of public funds. The language identified in **3.0 COMPENSATION, 4.0 BENEFITS, 5.0 LABOR RELATIONS,** and **6.0 WORKFORCE PLANNING** below will serve as the governing text for development of the advance understanding. The Personnel Appendix will include but is not limited to such topics as compensation, welfare benefits, labor relations, retirement plans, severance schedules, holidays, vacation, etc., or any other human resource costs the Contractor or NNSA deems necessary. It is understood that any advance understanding will be

appended to the Contract as the Personnel Appendix (Section J, Appendix I, Personnel Appendix).

3.0 COMPENSATION

The Contractor shall recruit and retain a highly skilled, motivated, and experienced workforce in a cost effective manner capable of carrying out the technical and other requirements set forth elsewhere in this Statement of Work.

3.1 Total Compensation System

Consistent with the requirement in 2.2, Pay and Benefits, the Contractor shall establish an integrated, market based pay and benefit program. The objective is to provide a level of total compensation which, within available funds, attracts, motivates and retains a highly competent workforce and maintains a competitive position in the applicable labor markets.

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services" (Total Compensation System). In addition, the Contractor's total compensation system shall include the following components:

(i) Philosophy and strategy for all pay delivery programs.

(ii) System for establishing a job worth hierarchy.

(iii) Method for relating internal job worth hierarchy to external market.

(iv) System that includes a documented method and process for evaluating individual job performance and that bases individual and/or group compensation decisions on individual performance and Contractor performance as appropriate. In addition, the system must show the link to the annual evaluation of Contractor performance for individual compensation actions as appropriate.

(v) Method for planning and monitoring the expenditure of funds.

(vi) System for internal controls and self-assessment.

(vii) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be pro-rated according to the amount of time the employee spent performing work under this Contract.

3.2 Cash Compensation

The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract.

3.2.1 Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.

3.2.2 Any proposed major compensation program design changes prior to implementation.

3.2.3 An Annual Compensation Increase Plan (CIP). The CIP shall be provided to the Contracting Officer on October 1 annually and shall include the following components and data:

(i) Comparison of average pay to market average pay;

(ii) Information regarding surveys used for comparison;

(iii) Aging factors used for escalating survey data and supporting information;

(iv) Projection of escalation in the market and supporting information;

(v) Information to support proposed structure adjustments, if any;

(vi) Analysis to support special adjustments;

(vii) Funding requests and supporting analysis for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement;

(A) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous plan year.

(B) All pay actions granted under the CIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.

(C) Specific payroll groups (e.g., exempt, nonexempt, key personnel) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer.

(D) The Contracting Officer may unilaterally adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).

(E) The Contractor is authorized to make minor shifts (up to 10%) in funds between payroll groups without prior Contracting Officer approval. The Contractor shall notify the Contracting Officer at the time funds are shifted.

(viii) A discussion of the impact of budget and business constraints on the CIP amount; and

(ix) Discussion of relevant factors other than market average pay (e.g., turnover and offer-to-acceptance statistics, collective bargaining provisions, geographic considerations, total compensation).

3.2.4 The compensation actions for all Key Personnel shall be submitted for approval upon replacement. The top contractor official (i.e., Nuclear Production Contract Plant Manager or equivalent) salary actions including merit pay increases shall be submitted annually to the Contracting Officer for approval. The top contractor official's approved reimbursed base salary will serve as the maximum allowable salary reimbursement under the Contract. With these compensation actions, the Contractor shall provide supporting justification related to internal and external equity, individual performance and the Application for Contractor Compensation Approval Form (DOE 3220.5).

3.2.5 For any proposed establishment of an Incentive Compensation Plan (variable pay plan/pay-at-risk), documentation shall be provided to the Contracting Officer no later than 60 days prior to proposed implementation. Such proposal must contain:

(i) The design of the Incentive Compensation Plan, the funding methodology, and linkage to Contract performance measures;

(ii) Requirement for approval of Incentive Compensation Plan design changes by the Contracting Officer prior to implementation;

(iii) Requirement for an annual approval, prior to the performance period, of the total dollar amount of the pool, the eligible positions, and linkage to Contract performance goals;

(iv) Requirement for policy that provides a specific passover rate, i.e., percent of participants who will not receive an incentive;

(v) Requirement for an annual summary report on distributions made under an Incentive Compensation Plan; and

(vi) For any Executive Incentive Plans, a requirement for pay at risk.

3.2.6 Assignments of employees outside of their normal duty station for which the NNSA/DOE will reimburse all or some of their compensation or other expenses shall be approved by the Contracting Officer prior to beginning the assignment. Requests shall be submitted 30 days prior to the desired start date. The Contractor shall submit a report of all such assignments, to include the total cost of each assignment, reason for assignment, location, duration, and cost-share arrangement to the Contracting Officer by January 30 of each year unless otherwise specified.

3.2.7 The Contractor's Total Compensation System (e.g., to be set forth in Section J, Appendix I, Personnel Appendix), shall meet the tests of allowability in FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, be consistently applied, and be acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be approved by the Contracting Officer. Any changes to the Total Compensation System shall be submitted to the Contracting Officer 60 days prior to implementation. Changes that impact current or future costs shall be approved by the Contracting Officer prior to implementation.

3.2.8 As a part of the Human Resources Plan the Contractor shall submit a severance plan. The severance plan must include the notification period, pay-in-lieu policy, and the severance schedule. Supporting documentation must include information regarding standards from nationally recognized sources and or comparator firms (including corporate parents).

Severance Pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns or retires from employment, except that in the event the Contractor conducts an NNSA approved voluntary separation program;

(ii) Is offered employment with a successor/replacement Contractor;

(iii) Is offered employment with a parent or affiliated company; and/or

(iv) Is discharged for cause.

Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement Contract.

3.3 Reports and Information: Compensation

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(i) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure, showing actual against approved amounts, no later than 30 days after Compensation Increase Plan expenditures.

(ii) Other compensation reports as requested by the Contracting Officer.

4.0 BENEFITS

4.1 Assumption of Existing Pension Plan

The Contractor will be required to become a sponsor of the existing pension plans and other Post Retirement Benefit Plans (PRB), as applicable, with responsibility for management and administration of the plans, including maintaining the qualified status of those plans. The Contractor shall carry over the length of service credit and leave balances for Incumbent Employees accrued as of the date of the Base Term.

4.1.1 No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans which will result in additional costs. Justification for new benefit plans and changes to plan design or funding methodology which will increase costs must include cost impact, and the basis of determining cost. The Contractor shall notify the Contracting Officer prior to implementation of benefit plans that are either new or first time for the site, are a significant impact to employees, or which may set a precedent for the DOE/NNSA contractor system.

4.1.2 Cost reimbursement for pension and other benefit programs sponsored by the Contractor for non-bargaining and bargaining unit employees will be based on the "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described in 4.1.5.1 and 4.1.5.2 below.

4.1.3 The Contractor shall notify the Contracting Officer prior to terminating any benefit plan during the term of the Contract.

4.1.4 Service Credit for cost reimbursement for employee benefits to include PRB eligibility will be determined in accordance with NNSA Supplemental Directive NA SD O 350.1, M&O Contractor Service Credit Recognition.

4.1.5 Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall participate in and/or submit the studies required in paragraphs 4.1.5.1 and 4.1.5.2 below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated values to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan that will increase costs.

4.1.5.1 The NNSA Consolidated Employee Benefits Value Study for non-bargaining unit employees, must be completed every two years or as directed by the Contracting Officer. The Contractor will utilize the comparator companies previously utilized in the last NNSA Consolidated Benefit Value Study. If any of the comparator companies no longer participate, the Contractor will recommend replacement companies for approval by the Contracting Officer. The Contractor shall include major non-statutory benefit plans offered by the Contractor, including qualified defined benefit (DB) and defined contribution (DC) retirement and capital accumulation plans and death, disability, health, and paid time off welfare benefit programs in the Value Study. To the extent that the value study does not address post retirement benefits other than pensions, the

Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

An Employee Benefits Value Study for bargaining unit employees must be completed 6 months prior to the end of the bargaining unit Contract. The Benefits Value Study must include at least 15 comparator companies approved by the Contracting Officer. The Value Study must include major non-statutory benefit plans offered by the Contractor, including qualified DB & DC retirement and capital accumulation plans and death, disability, health, and paid time off welfare benefit programs. To the extent that the value study does not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

4.1.5.2 An Employee Benefits Cost Survey Comparison for non-bargaining and bargaining unit employees, must be completed annually. The cost Survey must utilize a professionally recognized measure approved by the Contracting Officer that analyzes the Contractor's employee benefits cost for employees on a per capita basis per full time equivalent employee and compares it with appropriate comparator data.

4.1.5.3 When the weighted average net benefit value for all employees (including different tiers of benefits or groups of employees) exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer no later than 60 days after the Benefit Value Study is conducted.

4.1.5.4 When the average total benefit per capita cost exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan within 60 days after the Benefits Cost Survey is conducted, to achieve conformance with the comparator group.

4.1.5.5 Within two years of Contracting Officer approval of the Contractor's corrective action plan for non-bargaining employees, or upon the next collective bargaining period for bargaining unit employees, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

4.1.6 In the event the NNSA determines it is appropriate to spin off any portion of any defined benefit plan in order to address benefits for employees who used to perform work under the former M&O Contract, but who subsequently perform work under a different NNSA contract, the Contractor shall negotiate in good

faith regarding the disposition of pension plan assets and liabilities consistent with direction from the Contracting Officer.

4.2 Reports and Information: Benefits

The Contractor shall provide to the Contracting Officer:

(i) Annually, the Report of Contractor Expenditures for Employee Supplemental Compensation (DOE F 3220.8); and

(ii) Quarterly, input requested benefits data into DOE's iBenefits pension and benefits management system.

4.3 Workers' Compensation

4.3.1 The Contractor, unless workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new workers' compensation policies and all initial proposals for self-insurance. Additionally, Contractors shall provide copies to the Contracting Officer of all renewal policies for workers' compensation.

4.3.2 Workers' compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short term disability) are to be administered so that the total benefit payments from all sources shall not exceed 100% of employee's net pay.

4.4 Pension Plans

4.4.1 For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established by the Contractor and any DB or DC plans for which the Contractor assumes sponsorship upon the start of the Base Term, shall be maintained consistent with the requirements of the Internal Revenue Code (IRC), Employee Retirement Income Security Act of 1974 (ERISA) as amended and any other applicable laws.

4.4.2 Any pension plan maintained by the Contractor, for which NNSA reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement Contract. Each Contractor pension plan shall be submitted to an annual, full-scope audit by an outside independent organization and the resulting report, submitted to NNSA, must provide the accounting details specified in ERISA Sections 103 and 104.

4.4.3 The Contractor will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum required contribution under ERISA, as amended. If a minimum contribution payment is required to avoid benefit restrictions to Plan participants, the Contractor shall notify the Contracting Officer at least sixty (60) days prior to the date the payment is due. Reimbursement above the annual ERISA required minimum contribution will require prior approval of the Contracting Officer. The Contracting Officer will take into consideration all pre-funding balances and

funding standard carryover balances when evaluating whether to approve reimbursement above the minimum required contribution. Timing of a Contractor's contributions to a plan must enable a plan's actuary to certify that a plan is adequately funded at the beginning of a plan year.

4.4.4 At least 60 days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required in 4.4.4.1 and 4.4.4.2 below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

4.4.4.1 For proposed changes to DB and DC plans that are not mandated by law the Contractor shall provide the following to the Contracting Officer:

(i) A clean copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value and a cost study index;

(iii) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from legal counsel for purposes of compliance with all legal requirements applicable to private sector DB pension plans;

(iv) The Summary Plan Description; and

(v) Any such additional information as requested by the Contracting Officer.

When changes to DB and/or DC plans are required by law, the Contractor must provide a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout no later than 30 days before the new amendment is to take effect.

4.4.4.2 The Contractor shall obtain the advance written approval of the Contracting Officer for any required pension plan changes that are not required by law and which may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, or cost per capita, if applicable.

4.4.5 When operations at a designated NNSA facility are terminated and no further work is to occur under the prime Contract, the following apply.

4.4.5.1 No further benefits for service shall accrue;

4.4.5.2 The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the NNSA Contract;

4.4.5.3 The Contractor shall base its DB pension liabilities attributable to NNSA Contract work on the market value of annuities or dispose of such liabilities through a competitive purchase of annuities. The Contractor, as pension plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB pension plan;

4.4.5.4 Assets shall be determined using the “accrual-basis market value” on the date of termination of operations; and

4.4.5.5 NNSA and the Contractor shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all NNSA assets assigned to a spun-off or terminating plan shall be placed in a high-yield, fixed-income portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's “AA.”

4.4.6 Terminating Plans.

4.4.6.1 NNSA Contractors shall not terminate any pension plan (commingled or site specific) without notifying the Department at least 60 days prior to the scheduled date of plan termination.

4.4.6.2 To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market. The Contractor, as pension plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB pension plan The Contractor shall apply the assumptions and termination procedures of the Pension Benefit Guaranty Corporation.

4.4.6.3 Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

4.4.6.4 If ERISA or IRC rules prevent a full transfer of excess NNSA reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to NNSA according to a schedule of payments to be negotiated by the parties.

4.4.6.5 On the same day as the Contractor notifies the IRS of the plan termination, all NNSA assets will be placed in a high-yield, fixed-income portfolio until full disposition of the terminating plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

4.4.6.6 NNSA liability to a commingled pension plan shall not exceed that portion which corresponds to participants' service accrued for their work under an NNSA Contract. The NNSA shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

4.4.6.7 After all liabilities of the plan are satisfied, the Contractor shall return to NNSA an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to NNSA. Such amount and such earnings shall be subject to NNSA audit. To affect the purposes of this paragraph, NNSA and the Contractor may stipulate to a schedule of payments.

4.4.7 Post Contract Responsibilities for Pension and Other Benefit Plans

4.4.7.1 If this Contract expires or terminates and NNSA has awarded a Contract under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired Contractor employees with respect to service, the Contractor shall cooperate and transfer to the new Contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a comingled plan is involved, the Contractor shall:

(i) Spin off the NNSA portion of any commingled plan that provides benefits for employees working at the NNSA facility into a separate plan. The new plan shall provide benefits similar to those provided by the commingled plan and shall carry with it the NNSA assets on an accrual basis market value, including NNSA assets that have accrued in excess of NNSA liabilities.

(ii) Bargain in good faith with NNSA or the successor Contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. NNSA and the Contractor(s) shall establish an effective date of spinoff. On the same day as the Contractor notifies the IRS of the spinoff, all NNSA assets assigned to a spun-off plan shall be placed in a high-yield, fixed income portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA."

4.4.7.2 If this Contract expires or terminates and NNSA has not awarded a Contract to a new Contractor under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this paragraph), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination elsewhere in this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(i) Subject to paragraph 4.4.7.2(ii) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(ii) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

4.4.8 Reports and Information - Retirement Plans: For each DB and DC pension plan as applicable or portion of a pension plan for which NNSA reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year except for the Pension Management Plan which must be submitted by January 30 of each year.

4.4.8.1 The annual actuarial valuation report for each NNSA-reimbursed pension plan. When a pension plan is commingled, the Contractor shall submit separate reports for NNSA's portion and the plan total.

4.4.8.2 Copies of IRS Forms 5500 with Schedules for each NNSA-funded pension plan, no later than that submitted to the IRS.

4.4.8.3 Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

4.4.8.4 The annual Pension Management Plan as described below (4.5 Pension Management Plan) by January 30 of each year.

4.5 Pension Management Plan

4.5.1 The Contractor shall submit a plan for management and administration (Pension Management Plan) for each defined benefit pension plan (Plan) for which the Department has a continuing obligation to reimburse pension contributions that is consistent with the terms of this Contract and which includes projected assets, projected liabilities, and estimated contributions and the prior year's actuarial valuation report annually on January 30.

4.5.2 The Pension Management Plan shall include:

4.5.2.1 The Contractor’s best projection of the contributions which it will be legally obligated to make to the Plan(s), beginning with the required contributions for the current fiscal year, based on the latest actuarial valuation, and continuing for the following four fiscal years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the Plan document(s). All contribution calculations should reflect payments made during DOE fiscal years, beginning Oct 1, through September 30, and the next succeeding six fiscal years. Please include a summary of the key actuarial assumptions used to determine the required contribution. All projections must be based upon the most recently available asset information for the Plan. For example, for a Plan with a July 1 valuation date, project the July 1, value of assets for the current year to be used in the calculation from the actual January 1, value of assets from the same year.

4.5.2.2 If the actuarial valuation submitted pursuant to the annual Pension Management Plan update indicates that the sponsor of the Plan must impose benefit restrictions, the Contractor shall provide the following information:

(i) The type of benefit restriction that will take place;

(ii) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction;

(iii) The amount of money that would need to be contributed to the Plan and the timing of such contribution to avoid legally required benefit restrictions; and

(iv) A recommendation regarding whether the additional money should be contributed to the Plan and the rationale for the recommendation.

4.5.2.3 A detailed discussion of how the Contractor intends to manage the Plan(s) to maximize contribution predictability (i.e. forecasting accuracy) and to contain current and future costs, to include the rationale for selection of all Plan assumptions (i.e., actuarial experience studies) that determine the required contributions and which impact the level and predictability of required contributions. As part of the Contractor's plan to maximize contribution predictability, the Contractor may propose funding strategies other than ERISA minimums for NNSA's consideration and approval. The Contractor shall submit the following for NNSA to consider in deciding on the alternate funding strategy:

(i) Identify whether the current year additional amount can be absorbed within the current operating budget;

(ii) Discuss the integration of Plan's funding strategy and investment strategy taking into consideration the plan's demographic profile, liability duration, and impact of current year funding decisions on future year contribution requirements;

(iii) Discuss the strategy for achieving fully funded status and protecting against erosion of the Plan's funded status;

(iv) Discuss the strategy for specifically protecting any pension funding contributions reimbursed in excess of the minimum required contribution against the risk of significant loss; and

(v) Discuss whether the plan has a prefunding or funding standard carryover balance that could be used to improve the plan's AFTAP without requiring additional contributions. Provide a rationale regarding the recommended use of the available balance(s).

4.5.2.4 An assessment to evaluate the effectiveness of the Contractor's Plan(s) investment management/results. The assessment must include at a minimum: a review and analysis of Plan investment objectives and asset allocations; results of the most recent asset liability study and investment policy review; the strategies employed to achieve the Plan's investment objectives; and the methods used to monitor execution of those strategies and the achievement of the investment objectives. The Contractor shall also identify its plans, if any, for revising any aspect of its Pension Management Plan based on the results of the review.

Within thirty (30) days after the date of the submission, appropriate Contractor representatives will meet with the Contracting Officer and other DOE/NNSA representatives to discuss the Contractor's proposed Pension Management Plan. The Contractor must be prepared to discuss

any differences between the prior fiscal year's projected pension contributions for future fiscal years and the most recent projected pension contributions for future fiscal years and the rationale for any such discrepancies. In addition, discrepancies between the actual contributions made for the most recent fiscal year preceding the meeting and the projected contributions for that fiscal year and the rationale for any such discrepancies, and funding strategies for the Plan will be discussed.

5.0 LABOR RELATIONS

(i) The Contractor shall comply with the National Labor Relations Act, DEAR Subpart 970.2201, and all applicable Federal and State labor laws.

(ii) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of determining the allowability of cost associated with the Contractor's economic bargaining objectives, prior to negotiation of any collective bargaining agreement, extension or revision thereto. As part of the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which could increase costs under this Contract or which could involve other items of special interest to the Government. As part of the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer in advance before proposing or agreeing to changes in any pension or other benefit plans which would increase costs.

(iii) The Contractor shall provide an electronic copy of the bargaining agreement to the Contracting Officer 30 days after formal ratification. The Contractor shall provide the "Report of Settlement" 30 days after formal ratification using the Work Force Information System (WFIS).

(iv) The Contractor shall notify the Contracting Officer in a timely fashion of labor relations issues that may cause a significant impact to the workforce.

(v) The Contractor shall immediately advise the Contracting Officer of the following:

(A) Possible strike situations or other actions affecting the continuity of operations including work stoppages and picketing;

(B) Formal action by the National Labor Relations Board (NLRB) including but not limited to issuance of a complaint against the Contractor. Copies of complaints, settlement agreements, judgments and any other documents issued in connection with Contractor actions with respect to labor practices shall be provided to the Contracting Officer;

(C) Recourse to procedures under the Labor-Management Relations Act of 1947 as amended or any other state law;

(D) Any grievance scheduled for arbitration under any collective bargaining agreement that has the potential for significant economic or other impact as well as the decision of the arbitrator; and

(E) Other significant issues that may involve review by other federal or state agencies.

6.0 WORKFORCE PLANNING

6.1 Workforce Planning - General

The Contractor shall analyze workforce requirements consistent with current and future mission requirements and develop appropriate workforce transition strategies to ensure appropriate skills are available at the right time, in the right number, in the right place. Particular attention shall be paid to current and future critical skills. This analysis shall be available for review upon Contracting Officer request.

6.2 Reductions in Contractor Employment – Workforce Restructuring

6.2.1 Voluntary Separations: In order to minimize the number of involuntary separations and mitigate the impact on affected employees, the Contractor will consider in consultation with the Contracting Officer, the use of a Voluntary Separation Program (VSP) before consideration is given to conducting an Involuntary Separation Program (ISP) when workforce restructuring is necessary. The Contractor shall submit the VSP for approval by the Contracting Officer prior to implementation regardless of the number of employees involved. No reimbursement of costs associated with VSPs will be allowable if not approved by the Contracting Officer prior to implementation.

6.2.2 Involuntary Reductions in Contractor Employment

6.2.2.1 If the restructuring involves separating between 10-99 employees in a rolling twelve-month period, the Contractor shall notify the Contracting Officer no later than 15 days in advance of the action.

6.2.2.2 For restructuring actions that involve separating between 50-99 employees, the Contractor shall prepare a specific workforce restructuring plan and submit the plan to the Contracting Officer for informational purposes. In addition, the Contractor shall perform a diversity impact analysis and provide a copy of the analysis to the NNSA Site Counsel at the Nuclear Production Site Office for any restructuring actions that involve 50 or more employees within a 12 month period.

If the restructuring may involve the separation of 100 or more employees within a 12-month period, the Contractor shall submit a specific workforce restructuring plan, for approval by the Contracting Officer, to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 at a minimum, no later than 90 days in advance of the date the Contractor needs to begin notification to employees in accordance with the law and its attendant timeframes to effect the separations.

6.2.2.3 All notifications to the NNSA must contain pertinent information such as reasons, costs, dates, and numbers of impacted employees.

6.2.3 Any payment of benefits beyond those already approved in the Contract must be approved by the Administrator, NNSA, through the Contracting Officer.

CHAPTER IV. Uranium Processing Facility (UPF)

1.0 INTRODUCTION

As discussed in Section J, Appendix A, Chapter II, Work Scope Structure, the Contractor retains Design Authority for the Uranium Processing Facility at Y-12 under CLIN 0001. CLIN 0002 (defined herein, as Design Agent) is inclusive of all project management elements associated with the design, procurement, construction, start-up, and turnover to operations of the facilities and processes for UPF. Applicable requirements discussed in Section J, Appendix A, Chapter I, Objectives, Scope, and Requirements, Chapter II, Work Scope Structure, and Chapter III, Human Resources, also apply to CLIN 0002, and supplemental requirements for CLIN 0002 are contained in this Chapter.

2.0 BACKGROUND

The UPF project is the solution to meeting NNSA's mission need for Enriched Uranium (EU) processing – by consolidating Y-12's EU processing and manufacturing into appropriately sized modern facilities that meet current safety and security requirements while eliminating the high cost and risk of maintaining Y-12's aging infrastructure. Existing EU processing equipment and technologies are outdated and oversized for the current mission. Y-12 facilities face significant deferred maintenance, require intensive routine maintenance, and are subject to escalating operating, utility, and maintenance costs. Worker protection relies on administrative controls and personal protection equipment rather than engineered controls. Replacement of the Y-12 facilities and equipment will be required to sustain operations, incorporate updated technology, and right-size processes.

3.0 ACQUISITION STRATEGY

The government may evaluate discrete scopes of work to determine the appropriate acquisition strategy for UPF design and construction. In response to these decisions, the Contractor shall be prepared to have:

(i) The appropriate systems, processes, and procedures in place to support the full suite of potential Federal acquisition strategies, such as Direct Federal Contracting and Interagency Agreements;

(ii) The ability to perform in a wide variety of roles on behalf on the Government, including serving as an owner's agent, construction manager, or staff augmentation (e.g. estimating, proposal development, etc.); and

(iii) A full suite of contracting mechanisms in its agreement with the Government including fixed-price, cost-reimbursement, incentive, indefinite-delivery, time-and-materials, and agreements as applicable and deemed necessary, in those cases where the Government decides not to perform the work directly (Note: the terms and conditions of contract may require modification for each type).

4.0 ROLES OF THE DESIGN AUTHORITY AND DESIGN AGENT

The role of the Design Authority will be performed by Mission Engineering under CLIN 0001 and will consist of defining the operational, high-level design, safety basis, and mission

requirements for the UPF engineering scope. The Design Authority is responsible for establishing and recommending approval of the UPF Safety Basis. The Design Authority is responsible for ensuring the operational, design, safety basis, and mission requirements are met. The Design Authority will provide conflict resolution and interpretation of design requirements. The Design Authority will provide oversight of design activities.

The role of the Design Agent will be performed by UPF Engineering under CLIN 0002, using the operational, design, safety basis, and mission requirements as defined by the Design Authority. The Design Agent is responsible for the professional quality, technical accuracy and adequacy, and the coordination of all designs, drawings, specifications and other services furnished under this contract. The Design Agent prepares all design documents and supporting information, maintains the design basis, controls configuration, and trends performance of systems.

The Contractor will be responsible for developing a detailed division of responsibility and interaction protocol between the Design Authority and Design Agent. This protocol will be contained within an Interface Control Document that will be jointly approved by the UPF Project Director and the Mission Engineering Manager.

5.0 DESIGN CODE OF RECORD

The Design Code of Record (COR), a term that shall be utilized for this Contract under CLIN 0002, refers to the requirements that are in effect during the entire life cycle of a facility or item of equipment, and includes Federal and state laws, DOE requirements, and specific design criteria defined by national codes and standards. The Design COR and its supporting documents form a single reference source for project design, construction, startup, operating, and decommissioning requirements. The Design COR organizes these documents in a manner that supports accessibility, traceability, and maintainability of facility requirements. Establishing the Design COR early in the design phase, and maintaining it under change control for the entire facility lifecycle, improves project costs, schedule, and safety, which enables effective turnover of the facility requirements for design, construction, operation, and decommissioning if the Contractor changes.

The UPF Project is an engineering, procurement, and construction (EPC) project that will be designed, constructed, tested/started up, and turned over to operations, in accordance with an established and approved Design COR, which is specifically applicable to the operational and mission requirements for the UPF engineering scope. The UPF project has adapted this approach to ensure that the UPF Design COR is established early in the design phase by the Contractor, accepted by NNSA early in the Critical Decision process, and controlled by both NNSA and the Contractor during design, construction, operations, and decommissioning.

The *Uranium Processing Facility (UPF) Design Code of Record*, PL-RM-801768-A001, herein referenced as “UPF Design Code of Record,” along with the additional documents and standards identified in the *Uranium Processing Facility (UPF) Other Basis Records*, PL-RM-801768-A002, herein referenced as “UPF Other Basis Records,” shall be adopted as a control point for establishing the project’s design basis and shall remain under change control for the life of the project. This adoption does not constitute validation or approval of the content of these documents, since final approval will occur following the Contractor’s submittal of the Conceptual Safety Design Report.

The UPF Federal Project Director, herein referenced as "FPD," shall be the final approval authority for the UPF Design Code of Record. Any equivalencies (including "modifications" or "alternatives" where used in lieu of equivalencies) and exemptions that are determined to be applicable:

(i) Shall clearly demonstrate an equivalent level of safety (i.e., meets or exceeds the required level of protection);

(ii) Shall be reviewed by the Senior Management Change Control Board prior to initiating an impact assessment and/or adoption; and

(iii) Shall be approved prior to implementation by the FPD.

The FPD and NPO Manager shall resolve any conflicts between UPF Design Code of Record document(s) within his authority, and provide formal Technical Direction to the Contractor, in accordance with this Contract. Where a change to the UPF Design Code of Record document(s) is determined to not be of benefit to the UPF Project in terms of cost or safety, and the FPD does not have the direct authority to approve the equivalency and/or exemption, the FPD will follow the provisions for relief as specified in DOE O 251.1C, *Departmental Directives Program* and DOE O 410.1, *Central Technical Authority Responsibilities Regarding Nuclear Safety Requirements*. Any formal concurrence and approvals from the Central Technical Authority (CTA), Chief of Nuclear Safety (CNS), or Chief of Defense Nuclear Safety (CDNS) shall be clearly captured in the supporting documentation reviewed by the Senior Management Change Control Board and incorporated into the UPF Design Code of Record after FPD approval, as applicable.

6.0 FUNCTIONAL ORGANIZATION

While the UPF project will be organized in a traditional functional organization approach, an integrated team culture is expected and required. The purpose of this integrated execution approach is to improve safety, quality, inter-discipline communication and efficiency, foster synergy, increase productivity, improve decision making ownership and accountability, and focus on completing the work scope. Typical areas where the integrated team concept is employed are:

(i) During the design phase with meaningful design and constructability reviews;

(ii) Through potential material/equipment vendor consolidation;

(iii) In engineering, procurement, and construction sequencing and integration; and

(iv) Including interfaces, support, and services required from other organizations across Y-12. For example, Design Authority, Procurement, Operations, Security, Nuclear Safety, Facility Maintenance, Emergency Management, etc.

7.0 GOALS AND OBJECTIVES

The benefits of executing the UPF project include ensuring reliable, long-term, consolidated EU processing capability for the NSE through modern technologies and facilities, an improved

security posture, and an improved health and safety environment for workers. The goals and objectives of the UPF project are to:

(i) Improve the security posture;

(ii) Replace end-of-life facilities and ensure a reliable EU processing capability to meet the mission of NNSA;

(iii) Improve worker protection with an emphasis on incorporating engineered controls; and

(iv) Comply with modern codes, standards, and Environmental Safety and Health (ES&H) practices.

8.0 PROJECT DESCRIPTION

The Contractor shall be responsible for performance of all UPF project activities including the following:

(i) Designing the facility for a 50-year life cycle.

(ii) Completing a detailed cost estimate and schedule to establish a baseline for scope associated with long-lead procurements and site preparations;

(iii) Obtaining approval of the full project performance baseline;

(iv) Constructing the facilities for EU processing capabilities;

(v) Constructing adjacent support and administrative buildings;

(vi) Procuring and installing electrical components, heating, ventilation and air conditioning equipment, communications, fire system monitoring, diesel generators, and fire water storage and distribution;

(vii) Procuring and installing process services equipment for delivery of industrial gases, chemicals, cooling water, etc.;

(viii) Constructing/installing electrical substation;

(ix) Installing security systems;

(x) Installing information technology systems;

(xi) Completing Perimeter Intrusion Detection and Alarm System (PIDAS) and portal work;

(xii) Installing long-lead items as received to support the construction schedule;

(xiii) Procuring the balance of process equipment and install the remaining capabilities for full functionality of UPF;

(xiv) Constructing the Highly Enriched Uranium Materials Facility (HEUMF) Connector;

(xv) Completing final site work; and

(xvi) Pre-operational testing.

Designing engineered controls into the facility equipment and processes will reduce or eliminate the numerous administrative controls relied on today. Consideration of long-term maintenance and reliability is an important aspect of facility and equipment design and selection to ensure a reliable, cost-efficient UPF while providing a safe workplace. Equipment shall be selected with appropriate assessment of life cycle cost factors. Automation and/or remote operation shall be considered where hazardous conditions, human factors, and/or efficiency of operations warrant.

The core EU processing capabilities that will be transitioned from the aging Y-12 infrastructure to the new UPF shall be defined in the NNSA issued PRD and approved SRD. These capabilities are expected to include, but are not limited to:

(i) Casting;

(ii) Special Oxide Processing;

(iii) Salvage Processing (e.g. chemical recovery), including conversion of scrap and salvage EU to safe forms for disposition; and

(iv) Material Accountability.

9.0 PROJECT GOALS AND MILESTONES

Project management of UPF includes: (1) Title I – Preliminary/Conceptual Design including Pre-Design, Schematic Design and Design Development; (2) Title II – Construction Documents including construction drawings, specifications, and cost estimate; (3) Title III – Construction Management including submittal review and inspection; and (4) Services for test and check out, integration with ongoing operations, and transition to operations, which shall be performed in accordance with the UPF Project Management Plan (Section J, Appendix G). The project management objectives provided in Section J, Appendix A, Chapter II, 1.1.3(iii), paragraphs (A) through (D) applies to the UPF project as well as the following:

(i) Executing the project consistent with a comprehensive plan and the UPF Program Requirement Document for managing EU production capabilities at Y-12 enabling NNSA to meet its mission;

(ii) Completing design and construction of the UPF in accordance with the current design information and the approved design for the final update of the UPF Project Management Plan, within the approved total project cost range and the funding profile;

(iii) Installation and preoperational startup of the EU process capabilities in the UPF buildings;

(iv) Managing under project management best business practices to include, but not limited to configuration control such that changes in the scope, cost, and schedule basis are documented;

(v) Regular updates of estimates at completion shall be provided to NNSA;

(vi) Documenting project management requirements in accordance with DOE O 413.3B entitled "Program and Project Management for the Acquisition of Capital Assets";

(vii) The Contractor shall provide input in the formulation of a project fee plan, as prescribed in Section B, B-8, UPF Fee Plan for CLIN 0002 scope of work;

(viii) The Contractor shall establish performance metrics consistent with Contract at Section J, Appendix B-2, UPF Fee Plan, in a way that quickly and accurately provides NNSA and Contractor management an overall assessment of the "health of the project"; and

(ix) Once established, the fee plan process and metrics shall become part of the Contractor's Contractor Assurance System, which shall allow NNSA with transparency to information in order to aid in the timely identification and understanding of significant performance issues.

10.0 COST REQUIREMENTS

Manage the UPF Project, as a severable cost center within the SUBCLIN structure defined under Section B CLIN 0002 of the Contract. This shall include all services (provided by M&O organizations under CLIN 0001) and subcontracts that support CLIN 0002, which shall be clearly defined by the Contractor (e.g. Statement of Work, Cost, and Roles and Responsibilities, etc.).

11.0 PROJECT DELIVERABLES

[Note: To be inserted by the Contracting Officer after NNSA revises PRD.]

SECTION J

APPENDIX B

PEFORMANCE EVALUATION PLANS

B-1 PEFORMANCE EVALUATION PLAN FOR THE MANAGEMENT AND OPERATION (M&O) OF Y12/PX

B-2 PEFORMANCE EVALUATION PLAN FOR UPF PROJECT MANAGEMENT

B-1

PEFORMANCE EVALUATION PLAN
FOR THE MANAGEMENT AND OPERATION (M&O) OF Y12/PX

CLIN 0001

Fiscal Year 2014
DOE/NNSA Strategic Performance Evaluation Plan

FOR

MANAGEMENT AND OPERATION OF THE
PANTEX PLANT AND THE Y-12 NATIONAL SECURITY COMPLEX
Consolidated Nuclear Security, LLC

Contract Number: DE-NA0001942

Performance period: July 1, 2014 – September 30, 2014

[redacted] 6/30/2014
James R. Haynes — Date
President and Chief Executive Officer
Consolidated Nuclear Security, LLC

[redacted] 6/29/14
Steven C. Erhart — Date
Manager, NNSA Production Office
National Nuclear Security Administration

[redacted] 6-30-14
Richard A. Dunn — Date
Director, Contracts
Consolidated Nuclear Security, LLC

[redacted] 6/26/2014
Seb Klein — Date
Contracting Officer
NNSA Production Office
National Nuclear Security Administration

INTRODUCTION

The Pantex Plant and Y-12 National Security Complex (NSC) are facilities owned by the United States Department of Energy (DOE), herein referenced as "Plants." They are managed by Consolidated Nuclear Security, LLC (CNS). Pursuant to the terms and conditions of the Contract, this Performance Evaluation Plan (PEP) sets forth the criteria in which the Plants' performance will be evaluated and upon which the determination of the amount of award fee earned shall be based. The available award fee amounts for FY 2014 are specified in Section B of Contract No. DE-NA0001942. This PEP promotes a strategic Governance and Oversight framework based on prudent management of risk, accountability, transparency, and renewed trust. It has been written to implement the collective governance and oversight reform principles as expressed by the DOE/National Nuclear Security Administration (NNSA).

PERFORMANCE BASED APPROACH

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

MISSION

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

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

MISSION PERFORMANCE

The Plants are accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety and security requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and security are essential and implicit elements of successful mission performance. Accordingly, the model for this PEP is to rely on the Plants' leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of assurance systems, and the related measures, metrics, and evidence. **The Plants are expected to manage in a safe, secure,**

efficient, effective, results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance. Products are expected to be delivered on-schedule and within budget.

CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider "context" such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside Plants' control), degree of difficulty, significant accomplishments, and other events that may occur during the performance period. Effective efforts by the Plants to quickly identify, self-report, and overcome or mitigate the impact of issues, barriers or other circumstances will also be a factor in evaluating performance. A significant safety or security event may result in an overall limitation to adjectival ratings.

PERFORMANCE RATING PROCESS

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

PEP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Any change to the PEP requires concurrence by the appropriate program office, NA-00 and the NNSA Senior Procurement Executive prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in Section B-7, Performance Evaluation Plan (PEP), bilateral changes are the preferred method of change whenever possible.

FINAL DECISION

Prior to a final decision by the FDO, the Plants' President and Chief Executive Officer will have a face-to-face opportunity to provide a final presentation in support of strategic performance determination and direction of the enterprise.

TOTAL AVAILABLE AWARD FEE ALLOCATION

Performance Category	Performance Objective	% At-Risk Fee Allocation
Programs (NA-10 & FOM)	**PO-1:** Manage the Nuclear Weapons Mission	25%
Programs (NA-2 & FOM)	**PO-2:** Broader National Security Mission	12.5%
Programs (NA1.1 & FOM)	**PO-3:** Science, Technology, and Engineering and Other DOE Mission Objectives	12.5%
Operations & Mission Execution (NA-3 & FOM)	**PO-4:** Operations & Infrastructure	25%
Operations & Mission Execution (NA-1 & FOM)	**PO-5:** Leadership	25%

UNEARNED FEE

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

INNOVATIVE SOLUTIONS

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

PO-1: Manage the Nuclear Weapons Mission – NA-10 & FOM - (At-Risk Fee: 25%)
Successfully execute Nuclear Weapons mission work in accordance with DOE/NNSA Priorities, Program Control Document and Deliverables, and Program Implementation Plans. Integrate across the Plants, while maintaining a DOE/NNSA enterprise-wide focus, to achieve greater impact on a focused set of strategic national security priorities. Provide defensible objective evidence.

Contributing Factors:

- CF-1.1 Accomplish work as negotiated with program sponsors and partners, achieving the expected level of quality to ensure safe, secure, reliable weapon performance, transportation, and cost effective operations.
- CF-1.2 Increase knowledge of the state of the stockpile, resulting from successful execution of the stockpile surveillance program and a robust scientific and engineering understanding for the delivery of the annual stockpile assessment.
- CF-1.3 Execute deliveries for the stockpile work to meet limited-life component exchanges, and dismantlements.
- CF-1.4 Demonstrate the application of new strategies, technologies, and scientific understanding to support stewardship of the existing stockpile and future stockpile needs.
- CF-1.5 Sustain and strengthen unique science and engineering capabilities, facilities and essential skills to ensure current and future Nuclear Weapons mission requirements will be met.
- CF-1.6 Execute W78/88-1 phase 6.2 activities, B61-12 phase 6.3 activities, and W88 ALT 370 phase 6.3 activities in accordance with the NNSA approved schedules.

Site Specific Outcomes:

- 1.1 Manage Material Recycle and Recovery, and Storage within Nuclear Programs in accordance with the Site Execution Plan (to include Level 2 milestones).
- 1.2 Implement site resource loaded schedules and an earned value measurement system. Establish a site performance management baseline and submit monthly project and earned value reporting consistent with NA-191 program management requirements.
- 1.3 Execute B61-12 development activities in accordance with baseline schedule to meet joint Air Force and NNSA B61-12 deliverables.
- 1.4 Demonstrate Earned Value Management System (EVMS) is implemented consistent with the W88 ALT 370 Project Control Systems Description and Implementation Schedule.
- 1.5 Support W76-1 production objectives, including delivery of funded Production Control Document requirements.
- 1.6 Conduct a follow-on Pantex Throughput Improvement Plan focused on improving War Reserve weapon throughput while expeditiously handling anomalous units and integrating infrastructure projects.

PO-2: Broader National Security Mission – NA-2 & FOM - (At-Risk Fee: 12.5%)
Successfully execute authorized broader national security mission work to include the Non-Proliferation, Emergency Operations and Counterterrorism missions as well as high-impact interagency work. Integrate across the Plants, while maintaining an NNSA enterprise-wide focus, to achieve greater impact on a focused set of strategic national security priorities. Provide defensible objective evidence.

Contributing Factors:

- CF-2.1 Support efforts to remove, eliminate and minimize the use of proliferation-sensitive materials.
- CF-2.2 Support efforts to safeguard and secure materials, technologies, and facilities.
- CF-2.3 Support efforts to detect and prevent the illicit trafficking of nuclear/radiological materials, technology, information and expertise.
- CF-2.4 Provide R&D technology solutions for treaty monitoring, minimizing the use of proliferation-sensitive materials, and the application of safeguards and security.
- CF-2.5 Provide unique technical/policy solutions and develop programs/strategies to reduce nuclear/radiological dangers.
- CF-2.6 Demonstrate effective operations and implementation of policy for mission success in support of emergency management, incident response and nuclear forensics mission support capability.
- CF-2.7 Sustain and improve nuclear counterterrorism and counterproliferation science, technology, and expertise.
- CF-2.8 Pursue and perform high-impact interagency work that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills in support of future national security mission requirements.
- CF-2.9 Accomplish work within the budget profile, scope, cost, schedule, quality and risk negotiated with the program sponsors or partners.

Site Specific Outcome:

- 2.1 Successfully execute pilot line demonstration products for the LEUMo project supporting reactor conversions.

PO-3: Science, Technology, and Engineering (ST&E) and Other DOE Mission Objectives – NA-1.1 & FOM - (At-Risk Fee: 12.5%)

Successfully advance national security missions and advance the frontiers of ST&E in accordance with budget profile, scope, cost, schedule and risk while achieving the expected level of quality. Execute other DOE Mission Objectives for programs such as Environmental Management in accordance with the budget profile, scope, cost, and schedule. Effectively manage Plant Directed Research and Development Programs (PDRD) to advance the frontiers of ST&E. Provide defensible ojective evidence.

Contributing Factors:

- CF-3.1 Implement a research strategy that is clear and aligns discretionary investments (e.g., PDRD) with the research strategy and support DOE/NNSA priorities.
- CF-3.2 Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- CF-3.3 Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- CF-3.4 Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- CF-3.5 Perform research to accomplish the high priority, multi-year research objectives, advance ST&E, and develop technologies for the public good through technology transfer.
- CF-3.6 Pursue and perform high impact work that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills in support of future national security mission requirements.
- CF-3.7 Accomplish work within the budget profile, scope, cost, schedule, risk, and quality negotiated with the program sponsors or partners.

PO-4: Operations & Infrastructure – NA-3 & FOM - (At-Risk Fee: 25%)

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

Contributing Factors:

- CF-4.1 Deliver effective, efficient, and responsive environment, safety and health (ES&H) management and processes.
- CF-4.2 Accomplish capital projects in accordance with scope, cost, and schedule baselines.
- CF-4.3 Deliver effective, efficient, and responsive physical, information and cyber security management and processes.
- CF-4.4 Maintain, operate and modernize the DOE/NNSA facilities, infrastructure, and equipment in an effective, energy efficient manner; including disposition of unneeded infrastructure and excess hazardous materials.
- CF-4.5 Deliver efficient, effective and responsible business operations and systems.
- CF-4.6 Deliver efficient and effective management of legal risk and incorporation of best legal practices.

Site Specific Outcomes:

- 4.1 Execute FY14 General Workplace Improvements (Quality of Life).
- 4.2 Successfully execute the nuclear safety, criticality safety, safety system engineering, and other related engineering programs while demonstrating continuous improvement in quality, efficiency, and effectiveness.
- 4.3 Successfully execute the Nuclear Explosive Safety (NES) program and support the NNSA NES program in the fulfillment of its responsibilities.
- 4.4 Demonstrate and maintain an effective Emergency Management Program that fully integrates all emergency management elements with an increased emphasis on the conduct and formality of both planning and program execution.

PO-5: Leadership - NA-1 & FOM - (At-Risk Fee: 25%)

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, the responsiveness of the Plants' leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of the Plants and the Enterprise.

Contributing Factors:

- CF-5.1 Define and implement a realistic strategic vision for the Plants, in alignment with the NNSA Strategic Plan, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
- CF-5.2 Promote a culture of critical self-assessment and transparency across all areas; instill a culture of accountability, responsibility, and performance through the entire organization; and coordinate/communicate these key issues and concerns to DOE/NNSA leadership.
- CF-5.3 Demonstrate performance results through the institutional utilization of the Management Assurance System and the leveraging of parent company resources and expertise.
- CF-5.4 Work selflessly within the DOE/NNSA complex to develop, integrate, and implement enterprise solutions that maximize program outputs at best value to the government; identify innovative business and management solutions that greatly improve enterprise-wide efficiencies.
- CF-5.5 Exhibit professional excellence in performing roles/responsibilities while pursuing opportunities for continuous learning.

B-2

PEFORMANCE EVALUATION PLAN FOR UPF PROJECT MANAGEMENT

CLIN 0002

[Note: To be inserted by the Contracting Officer after the Cost Model and UPF Baseline are approved.]

SECTION J

APPENDIX C

TRANSITION PLAN

Pantex/Y-12 Transition Plan

March 3, 2014

Consolidated Nuclear Security

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1. Introduction

This Transition Plan meets the requirements of RFP Section F-7 (a), Transition Plan, and Section J, Appendix C, Transition Plan, as amended by Amendment 4. It will be submitted to the Contracting Officer upon contract award for approval. The plan describes how Consolidated Nuclear Security, LLC (CNS) will implement the guidance provided in RFP Section J, Appendix C, completing all activities necessary to assume full responsibility for the Y-12 National Security Complex and the Pantex Plant (Savannah River Tritium Operations are not included in this plan per RFP Section J, Appendix C). Per RFP Section J, Appendix C, the objectives of the plan are: to minimize the impacts on continuity of operations, maintain communication with staff and affected communities, identify key issues, and overcome barriers to transition. The objectives of the plan reflect our understanding of requirements for safety and security and our respect for the missions and the employees who will carry out the missions. Our approach to meeting these requirements is described in the following sections and, in particular, Section 5, Transition Schedule.

The transition term is from the effective date of the contract through a 4-month transition period [RFP Section F-2 (a), Amendment 4]. Upon completion of all activities involved in the plan, CNS will advise the Contracting Officer that it is ready to assume full responsibility for the Y-12 National Security Complex and the Pantex Plant. Upon receipt of written notification from the Contracting Officer that the transition activities are considered complete, CNS will assume full responsibility for the nuclear production plants, effective 12:01 a.m. at the start of the Contract's Base Term (RFP Section J, Appendix C).

CNS will manage the transition as a project, with defined scope, schedule, and budget, and with a collocated team at each of the two site locations. Communication with incumbent employees will begin early and will be continuous in an open, frank dialogue, with emphasis on accommodating their work schedules. Offers of employment will be extended as early as possible to employees selected for hire by CNS and completed within 90 days after start of transition. Every effort will be made to avoid impacting the continuity of current work.

This Transition Plan focuses on the activities necessary to meet contract requirements, including staffing, operating systems, procedures and work control documents, baseline plans, and assessment of facilities and pre-existing conditions as well as identification of differences from documented conditions. It details our approach to sustaining project continuity, managing project personnel, maintaining communication with staff and affected communities, identifying key issues, overcoming barriers to transition, and meeting contract requirements safely and securely. In this manner, we can transition the project efficiently and effectively and begin our drive to merger, transformation, and continuous improvement, as described in our proposal.

2. Transition Basis and Assumptions

Availability and accessibility of information and facilities are vital to our ability to define the initial condition of the sites and the project, the work to be accomplished, and any material differences from documented conditions.

Office space for our incoming transition team is assumed to be provided by CNS offsite. The CNS transition office will be located at 105 Mitchell Road in Oak Ridge (subject to internal and NNSA approvals), and the Amarillo transition support office will be located at 720 S. Tyler Street. Computers, telephones, and other equipment (including furniture, copiers, printers, and basic office supplies) will be provided by CNS. Safety walkdowns of the office facilities will be performed prior to initial occupancy and as often as necessary to ensure safe working conditions.

We assume that Contracting Officer's Notice to Proceed will be issued to CNS on or about the effective date of the contract, at which time access will be provided to the contract-related facilities, personnel, and information necessary for transition. Examples of necessary documentation include detailed organizational information, human resources data related to the incumbent employee population, benefit plans, system descriptions, procedures, permits, regulatory agreements, work packages, facility condition reports, characterization data, authorization bases, environmental monitoring data, work processes, and project performance reports.

While we assume that much of the required information will be available and accessible at the start of transition, many additional data requests will be necessary. We ask for rapid turnaround of information requested from the incumbent contractor because this process constrains the transition schedule. Our schedule assumes a 3-day turnaround for information requests in general, recognizing that some requests may be sufficiently complex to require more time. We will maintain a log to track all requests for information. We assume that each of our transition personnel will be badged within 3 days of the person's arrival, and that escorted access will be provided as necessary while clearances are in process.

3. Transition Team

Transition will be managed by a dedicated Transition Manager who is not a key person. Except for the transition manager and the associated support, transition will be managed by the same organization as the project organization. The Transition Organization is shown on Figure 1, consisting of the Transition Manager (along with Oak Ridge and Amarillo Transition Leads), the CEO and COO, and the other key personnel (including the UPF Project Director but excluding the UPF Project Manager, who is focused on "standing up" and executing the Bechtel National, Inc., subcontract). The balance of the transition team supports the Transition Manager and the key personnel.

The Transition Manager is responsible for delivering a completed project, i.e., the Transition, which includes overall management of the transition process (scope, schedule, budget, and approach). The Transition Manager will coordinate with the NNSA Transition Manager and incumbent contractor Transition Manager(s) to integrate efforts, channel communications, resolve issues, and track progress. The Transition Manager will schedule and lead a weekly formal coordination meeting of the three transition managers.

Jim Haynes, Chief Executive Officer, and Jim Allen, Chief Operating Officer, will focus on safety, overall quality of deliverables, customer relations, employee relations, stakeholder relations, communications (other than transition process communications), and overall readiness to execute missions. Jim Haynes will personally focus on human resources aspects of transition and will personally approve key human resources related decisions and deliverables. Jim Allen will personally focus on mission execution readiness.

The other key personnel will focus on understanding their areas of responsibilities, including human resources, facilities, procedures, work processes, safety, and risks. They will oversee preparation of the required deliverables in their areas of responsibility, develop staffing plans, work with Human Resources to fill their staffing plans, oversee blue sheeting of procedures (a process to identify whether the procedure will be adopted as is, cancelled, or changed) and due diligence walkdowns, and present the readiness status for their areas. They also "own" the other transition actions that must be completed within their organizational responsibilities. Key personnel are assisted by specialist support personnel who are assigned specifically to execute transition tasks.

4. Transition Scope

In summary, the scope of work for transition is to **perform all activities necessary to be prepared to assume full responsibility for the contract requirements.** Therefore, any activities not specifically identified in this plan are included in the transition scope if they meet this definition. Also, this baseline plan may be modified as necessary to merge it with NNSA and incumbent plans for a fully integrated Transition Plan.

Contract deliverables that are due during the transition period, their due dates, and the responsible manager are specified in Figure 2, Transition Deliverables. Deliverables are listed in order of their scheduled delivery date (elapsed time from the effective date of the contract). The transition work breakdown structure (WBS) element that contains each deliverable is listed, along with the RFP section that requires each deliverable.

The work covered by this plan is organized into a WBS based on key personnel responsibilities, which encompass the entire scope of work. Figure 3 is the Summary Transition WBS chart, and Figures 4 through 15 are the detailed WBS charts for each area. The organizational breakdown structure is also shown on these charts by identifying the key personnel and their direct reporting positions and activities.

5. Transition Schedule

Figure 16 is the Transition Schedule, which is based on the Transition WBS described in Section 4, Transition Scope. Transition deliverables are identified in the schedule with a number that corresponds to the list of deliverables in Figure 2. The Transition Schedule is based on the resources reflected in Section 6, Transition Staffing.

The schedule critical path includes travel to the site(s), obtaining access credentials, incumbent briefings, employee mapping to the CNS organization, staffing plan development and approval, hiring the CNS employees, benefit enrollment, and readiness reviews and approvals. Other activities that could become part of the critical path include the "blue sheeting" procedure and benefit plan preparation and approval. However, the blue sheeting process can be accelerated if necessary by adding resources, and the benefit plans do not absolutely constrain hiring the workforce (i.e., if necessary, the workforce can be hired with existing plans that are subject to change upon NNSA approval).

6. Transition Staffing

Figure 17, Transition Staffing Plan, is the basis of the Transition Schedule in Section 5 as well as the cost estimate. The staffing plan also supports the Transition Cost Estimate, which is a separate transition deliverable in parallel with this plan. Figure 18 is the Transition Staffing Curve, which shows a requirement for an average of 117 staff during the 17 weeks of transition and a peak of 149 staff, excluding the UPF. The gap between base and peak requirements is smaller than might be expected due to the 4-month schedule, enabling a degree of resource leveling; some personnel can move between tasks such as staffing, walkdowns, and procedure blue sheeting as needed to keep all of these activities on schedule. The staffing plan and curve include staff based in Amarillo and staff based in Oak Ridge. This difference is better understood by considering that the Oak Ridge-based staff includes all but one (Weapons Assembly/Disassembly) of the key personnel. While based in Oak Ridge, the key personnel (except Uranium Operations) will spend an appropriate amount of their time in Amarillo. Other specialists based in Oak Ridge will also travel to Amarillo to lead or support their assigned tasks at both plants.

7. Transition Communications

With appropriate NNSA coordination, CNS will be open and accessible in communications with all parties. However, during transition, communications will necessarily be controlled to avoid interfering in ongoing work. Jim Haynes will be responsible for implementing our Transition Communications Plan (Appendix A), which will be finalized and implemented after contract award in coordination with NNSA and the incumbent contractor. For media interactions, Jim Haynes or his designated communications representative will speak for the company after coordinating with NNSA. In Jim's absence, Jim Allen will fill that role. We will use a Web site (www.cnstransition.com) to make information, especially human resources information, available in a timely manner as transition progresses. The Web site will include an email link to enable employees to submit questions, and answers will be posted on the Web site. "Town hall" meetings will be held after working hours for all employees on a voluntary basis. These will be led by Jim Haynes, supported by other key personnel. The leadership team will listen carefully at these meetings, record questions, and promptly post answers on the Web site.

In coordination with NNSA, meetings will be scheduled with regulators and key stakeholders. During these meetings, we will listen carefully for any concerns expressed or requests made and will follow up appropriately. Our Community Commitment Plan will be delivered following coordination and agreement with key stakeholders.

Coordination meetings will be held throughout transition as follows:

- Initial briefings and Q&A sessions led by NNSA and the incumbent contractor.
- Plan-of-the-day meetings each afternoon led by the CNS Transition Manager and including, as a minimum, the CNS key personnel. These meetings will plan the next day's activities.
- Weekly transition team meetings attended, as a minimum, by the transition managers for CNS, NNSA, and the incumbent contractor.
- Meetings of key and support personnel with incumbent contractor counterparts and subject matter experts for turnover of information and issue resolution.

- Monthly progress review meetings to formally assess progress compared to scope, schedule, and budget and to identify and resolve issues. NNSA and the incumbent contractor will be invited to attend.
- Mid-course review with NNSA to formally present progress and plans to complete the transition on schedule.
- Change Management Council (CMC) readiness review meetings. The CMC, comprising NNSA (as desired) and the CEO, COO, Mission Support, Mission Assurance, and Transformation managers, will review individual transition elements and deliverables as they are completed; culminating in the final CMC readiness review and presentation to NNSA.

In addition to the structured regime of meetings, other communication activities will be ongoing during transition. With NNSA approval we will establish an integrated transition team, led by the CNS Transition Manager and including the NNSA Transition Manager and incumbent contractor Transition Manager, to manage the overall transition process. They will meet regularly and distribute coordinated messages to and from their respective transition teams. Jim Haynes and Jim Allen will be in continuous communication with the Contracting Officer's Representative (COR) and will sign all formal correspondence to the COR. Our Contracts Manager will sign correspondence to the Contracting Officer. Our key personnel will communicate and coordinate with their NNSA counterparts throughout transition. Some examples of additional communications activities follow:

- CNS expects that the incumbent contractor will provide detailed briefings and make available necessary information at the beginning of transition. As indicated above, the incumbent contractor's Transition Manager will be in close communication and coordination with our Transition Manager. Our Transition Manager will obtain approval from the incumbent contractor Transition Manager for all direct contact with incumbent contractor personnel (other than "town hall" meetings outside normal working hours). It is anticipated that the incumbent contractor Transition Manager will facilitate availability of the necessary incumbent personnel. Once contact is approved, CNS key and support personnel will be in contact with approved points of contact throughout transition as necessary to complete transition activities. Formal correspondence with the incumbent contractor will be signed by Jim Haynes or Jim Allen, except for working correspondence between transition managers.
- Subcontractors that are assigned or otherwise assumed by CNS will be formally notified by CNS, with appropriate documentation provided, including any communication regarding organizational changes or other information necessary for the subcontractors to continue performing effectively. If any current subcontractors are not needed by CNS, we will notify the incumbent contractor as early as possible, and the incumbent contractor will be responsible for termination of the subcontract.
- For incumbent employees, we will set up a Web site for continuous information updates and Q&A as transition progresses, and we will conduct town hall meetings after working hours. With NNSA and incumbent contractor concurrence, all employees will be informed early in transition of the process we will follow to staff CNS with incumbent employees. Formal offers will be made to employees selected for hire by CNS no later than 90 days after start of transition, and once offers are accepted, benefits enrollment will occur. Once CNS notifies the incumbent contractor that specific employees will not be hired by CNS, the incumbent contractor will manage the communication and termination process for employees who are not selected for hire.

- CNS will meet early in transition with authorized representatives of the collective bargaining unit employees to jointly establish and implement a protocol for effective and appropriate communication with bargaining unit employees during transition. CNS will establish positive labor-management relations by adopting the current Collective Bargaining Agreements (CBAs) (adoption may be for a limited time), following the agreed communications protocol, and regularly soliciting input from the represented workforce.

8. Continuity of Operations and Security

The approach described throughout this Transition Plan is designed to minimize impacts on continuity of operations. Specific elements of the approach that are applicable include the following:

- All meetings, requests for information, requests for support, and requests for access will be coordinated through the incumbent contractor's Transition Manager. Exceptions include CEO/COO to CEO/COO contacts as well as contacts between CNS key personnel and their incumbent counterparts, once authorized.
- CNS will avoid communicating directly with incumbent employees during normal working hours without the concurrence of the incumbent contractor, except for the essential actions necessary to support hiring of the CNS workforce. For example, the protocol for arranging interviews of incumbent personnel will be coordinated with the incumbent contractor. However, once approval has been obtained for coordination or communication with specific individuals within the incumbent organization, or following specified protocols, such coordination will continue as necessary.
- CNS will establish and adhere to specific criteria related to the hiring process. We do not plan to interview all incumbent employees (which would take them briefly away from their work). However, candidates for management and supervisory positions, subject matter experts, or other identified critical skill positions will be interviewed, if CNS deems necessary, based on the established criteria. Leadership positions will be filled first, and once the mid-level and senior-level managers are selected and accept their offers, they will be engaged in the hiring process for their organizations. Engagement of these incumbent employees in the hiring process as well as interviews with incumbent employees will be coordinated through the incumbent contractor Transition Manager and Human Resources Manager as described in the preceding paragraph.
- Information will be provided to incumbent employees through our Web site, town hall meetings, and mailings to their home addresses, which will be timely and adequate, avoiding unnecessary distractions at work.
- Employees and budgets will be mapped to the CNS structure during transition so that work will be continuous after contract takeover.
- Procedures and work packages necessary for continuity of operations will be blue sheeted and adopted by CNS prior to contract takeover.
- We assume that management and operating systems, permits, licenses, safety bases, work control processes, and subcontracts will remain in place at contract takeover to the extent they are needed by CNS. Only necessary modifications will be made in these areas to enable CNS to assume responsibility. Applications for modifications to convert permits to CNS responsibility will be made as early as possible to allow for regulatory review and approval.

- Incumbent contractor work packages (both direct and indirect) that are scheduled to be either ongoing at contract takeover after transition or starting up within 90 days after transition completion will be mapped to the responsible CNS organization and adopted (blue sheeted) as appropriate by CNS under the direction of the responsible key personnel. This measure will enable continuity of operations and will keep critical work on schedule. Where changes to work packages are required (due to scope, organizational responsibilities, project team composition, schedule, budget, or approach), the minimum necessary adjustments will be made to the work package through the blue sheeting process. If, during transition, we determine that any incumbent contractor work packages are inapplicable or unnecessary, the incumbent contractor will be informed so that the work package can be closed at contract takeover. Work packages covering work starting 90 days or more after transition will be prepared by the CNS team after contract takeover. Work packages for this work that have already been prepared or partially prepared will be used as a basis for CNS work packages as appropriate.
- Incumbent contractor budgets will be mapped to the CNS WBS, consistent with the mapping of incumbent contractor employees and subcontractors to CNS staffing and execution plans. Budgets will be reallocated consistent with our proposal, and the revised budget structure will be in place at contract takeover. This transition activity will be closely coordinated with the incumbent contractor to ensure continuity of operations. Additional work that may be necessary due to pre-existing conditions (e.g., facility conditions or waste inventories) will be documented and reviewed with NNSA to ensure that they are appropriately addressed in baseline documents.
- CNS will ensure that no disruption of site protection program requirements occurs by designating a safeguards and security transition lead to coordinate all required transition activities with incumbent safeguards and security managers. We support continuity of operations during transition by establishing workarounds for scheduled site security project upgrades, security assessments, systems performance testing, and Protective Force (PF) training activities. We also ensure PF labor stability by working closely with site PF unions (IGUA/SPFPA) during transition to identify current PF labor issues and adopt existing collective bargaining agreements.

When CNS assumes full responsibility for the contract scope of work, immediately following transition, deliberate steps will be taken to ensure continuity of operations, including the following:

- Senior management will conduct safety briefings of all employees.
- Training and qualifications necessary to fill assigned positions will be verified.
- Supervisors and managers will observe work within their areas of responsibility.
- Mitigation plans will be implemented for risks that have been identified.

Any dispute that could impact transition among the CNS transition team members and the incumbent contractor's personnel will be referred to the responsible CNS manager (key person), who will quickly evaluate whether the dispute could have an impact on scope, schedule, or cost of transition. If so, he will immediately bring the issue to the Transition Manager, who will attempt to resolve it with the incumbent contractor's Transition Manager (and the NNSA Transition Manager, as appropriate). Most issues will be resolved at this point, but if quick resolution is not apparent, the dispute will be referred to the CNS COO or CEO, who will attempt to resolve the issue with the incumbent contractor's senior official. If this is unsuccessful, the Contracting Officer will be formally notified

of the dispute and its potential impact to transition scope, schedule, or cost. Contracting Officer direction will be requested if such a case arises.

The approach for resolving a safety dispute arising during facility walkdowns is described in Section 11.

9. Human Resources Management

This is the most critical activity of transition, involving several broad groupings of activity, including defining and gaining approval of the benefits and compensation plans and staffing of the CNS workforce. Human Resources Transition Deliverables are identified in Figure 2 and the Transition Schedule (Figure 16).

Necessary benefit activities include transfer of the existing defined benefit plan to CNS, defining CNS benefit plans in accordance with our proposal, obtaining an Employee Benefits Value Study, and obtaining corporate approvals; obtaining NNSA approvals; filing regulatory documents; naming fiduciary members of the Benefits Committee; communications with incumbent employees; and open enrollment activities.

While every effort will be made to obtain NNSA approval to implement all benefit changes prior to enrollment of employees hired into CNS, it is recognized that this may not be achievable. In the event that revised plans are not approved prior to hiring and enrollment of the workforce, the Offers of Employment will be consistent with the incumbent contractor benefit plan, and clearly stated as subject to change during the first year of the contract.

In establishing the initial workforce, CNS will give a right of first refusal of employment for every position identified by CNS as necessary for completing the requirements of the contract (other than positions occupied by key personnel and managers reporting directly to them) to incumbent employees as defined in the Request for Proposal (RFP) who meet the qualifications for a particular position.

The major steps involved in staffing CNS with non-union represented employees are as follows:

- Human Resources, with participation of the functional areas, will conduct a mapping workshop to align incumbent employees to the CNS organization.
- CNS key personnel managers will prepare their staffing plans to include the positions that will be required in the new organization, without names.
- The CEO/COO will review and approve the CNS Staffing Plan prior to submittal to NNSA.
- Incumbent employees interested in CNS positions may submit their resumes to Human Resources for review at the beginning of the transition period.
- CNS management, with assistance from Human Resources, will review all resumes for their respective areas and map qualified candidates to open positions. Interviews will be conducted as necessary and in compliance with the established criteria.
- CNS management and Human Resources retain the sole right of determining if an application for a position meets all the qualifications for a given position.

- Human Resources reviews recommended hiring actions for compliance and coordinates any necessary adjustments with the applicable key personnel managers.
- The CMC reviews and approves the compliance report prior to submittal to NNSA.
- Human Resources issues Offers of Employment to each employee who is selected.
- Employees accept offers, and new offers are made to alternates for any positions that are declined.
- Open enrollment activities occur once offers are accepted.

Note: E-Verify activities only relate to I-9 verification and do not occur until the first day of employment. This will be included as part of the on-boarding process.

This approach takes care to identify and consider **ALL** incumbent employees (including part time employees, those on short term and long term leave, interns, and personal service agreements such as subcontractor personnel in staff augmentation roles).

For union-represented employees, our Labor Relations Representative will coordinate CNS signing of the current CBAs. Labor Relations will coordinate with union representatives, Human Resources, and the key personnel managers to map bargaining unit employees to the staffing plan. Human Resources and Labor Relations will hold enrollment sessions for the bargaining unit employees based on benefits that are consistent with the adopted CBAs.

10. Financial Management

In addition to actions that are usually required for transition of financial management, the combination of two production sites under a single contract and management structure mandates that certain aspects be combined during transition so that operations are functional on day one of assuming the contract. While the actual merger of the two financial processes and systems will require an 18-to-24-month period, certain reports and financial transactions must be combined on day one of assuming contract operations, including the following:

- A Single Letter of Credit will require that a process be established to consolidate both sites' daily financial transactions to support a single daily US Treasury drawdown and a single monthly 924 report.
- A single Authorized Funding Plan (AFP) will be required based on the single contract ID. Therefore, a process must be developed to separate the funding between the two locations and to load the AFPs into the two respective financial systems. Funds controls will continue to be managed separately at each site until future process merger occurs.
- STARS (the Department of Energy [DOE] financial reporting system) reporting will require that we develop an electronic application that can receive the separate STARS files from each site and combine them into one consolidated DOE submittal.
- Other DOE required reports (including Institutional Cost reports, Ledger Certifications, etc.) will also require that we develop processes to combine data from the two sites for reporting purposes.

- An Interim Cost Model and Disclosure statement will need to be developed and the rates determined and applied as of the first day of assuming contract operations. The CNS organization and associated costs will need to be mapped into the new cost model. In addition, a determination of appropriate UPF institutional level costs will need to made and mapped into the cost model. NNSA will review and approve the new cost model.

11. Facility Walkdowns, Due Diligence, Material Differences, and Property Inventories

Our team will conduct detailed walkdowns of the facilities and document their conditions and situations. Appendix B contains our Facility Assessment Checklists. It is a system of 11 checklists, starting with a general Pre-Existing Conditions Checklist applicable to all facilities. The system is governed by a flow chart (page 2 of Appendix B) that instructs our users on the checklists that apply to specific facilities. Each person involved in facility walkdowns will be instructed in the use of the checklist system and the level of detailed documentation required. The term "facility" is intended to encompass all buildings, sites, systems, facilities, waste sites, property, and services for which CNS will be responsible.

The process of walking down facilities and using the checklists to document pre-existing conditions, hazards, regulatory requirements, working conditions, etc., will also familiarize our team with their areas of responsibility and the risks involved. This activity will require a concentrated effort governed by a disciplined process and schedule; accordingly, we will use the system of checklists for all walkdowns of facilities and areas. The checklist system enables a graded approach to documenting walkdowns, depending on the type of facilities, regulatory requirements, or hazards involved. The completed checklists will be used to demonstrate that due diligence was applied to understanding, assessing, and communicating the nature of work that will be undertaken and the working conditions involved, along with risks and limiting conditions.

If any significant differences are observed between actual conditions and conditions described in materials made available to bidders as part of the basis for proposal preparation, these differences will be documented and evaluated for potential inclusion in baseline documents and a Statement of Material Differences report, which will be provided to the Contracting Officer at the end of transition, if warranted. Relevant information that was made available to bidders will be provided to key personnel managers for reference prior to conducting walkdowns.

Based on our experience conducting other contract transitions, we recognize that we may encounter one or more situations that appear unsafe to CNS personnel conducting walkdowns. If this occurs, our approach will be as follows. First, the CNS employee will inform the incumbent manager or escort who is supporting the walkdown. If the CNS employee is still concerned that the situation will remain unsafe, the CNS responsible manager will be informed. The CNS manager will contact his incumbent counterpart, and if necessary, elevate the issue to the CNS COO. Depending on the potential hazard, time sensitivity, and intractability, the CNS COO will not hesitate to contact NNSA for resolution. This approach is consistent with the dispute resolution process described in Section 8.

CNS and the incumbent contractor will jointly perform physical inventories of accountable high-risk and sensitive property where feasible. The option to conduct confirmation sampling will also be considered for those special nuclear material (SNM) items that are tracked separately. The balance of the real and personal property inventory will be statistically sampled during transition to gain confidence in the existing property inventory. Any major discrepancies found will be documented to the Contracting Officer.

12. Transition Facilities

It is possible that NNSA will provide facilities and equipment for our transition team. However, this plan is based on CNS arranging its own transition offices. We have identified the first floor of 105 Mitchell Road as the preferred facility in Oak Ridge. It will serve as the overall headquarters for CNS transition. For the Amarillo office, the preferred facility is 720 S. Tyler Street. The facility information and estimating basis are included in Appendix C.

The plan for transition facilities does not include facilities or equipment to work with unclassified controlled nuclear information (UCNI) or classified information. It is assumed that classified and UCNI information will be accessed through the incumbent contractor in onsite facilities as necessary and appropriate to complete transition. The CNS transition team will work with official use only (OUO) information in the transition offices, and all team members will be trained on the requirements for protecting OUO information.

13. Readiness Reviews and Transition Closeout

Readiness reviews by the CMC for individual aspects of transition will occur as substantial tasks are completed. Once approved by the CMC, specific tasks and transition WBS elements will be documented as complete. The CMC will hold a Final Readiness Review with NNSA Project Office (NPO) participation near the end of the transition schedule, which will verify that all previously approved task completions and those completed but not yet approved constitute completion of all transition activities. This final review will also verify that all CNS key personnel managers have systems, approvals, governance documents, processes, and qualified people in place for the first day of full contract responsibility. The review will also determine that our Risk Management approach has been applied to identify the major risks to successful assumption of contract responsibility and that effective mitigation plans are in place for implementation.

Following completion of all action items or adjustments identified in the Final Readiness Review, CNS will present the readiness completion status to NNSA and will subsequently formally notify the Contracting Officer of readiness to assume full responsibility for the work. Upon Contracting Officer written notification that transition is complete, transition will be closed out, and CNS will assume full responsibility for the work at 12:01 a.m. on the date specified by the Contracting Officer.

Transition demobilization will take place separately from the contract takeover activities in order to retain records, capture lessons learned, disposition furniture and equipment, and release the office facilities.

Figure 1

Transition Organization Structure

Consolidated Nuclear Security

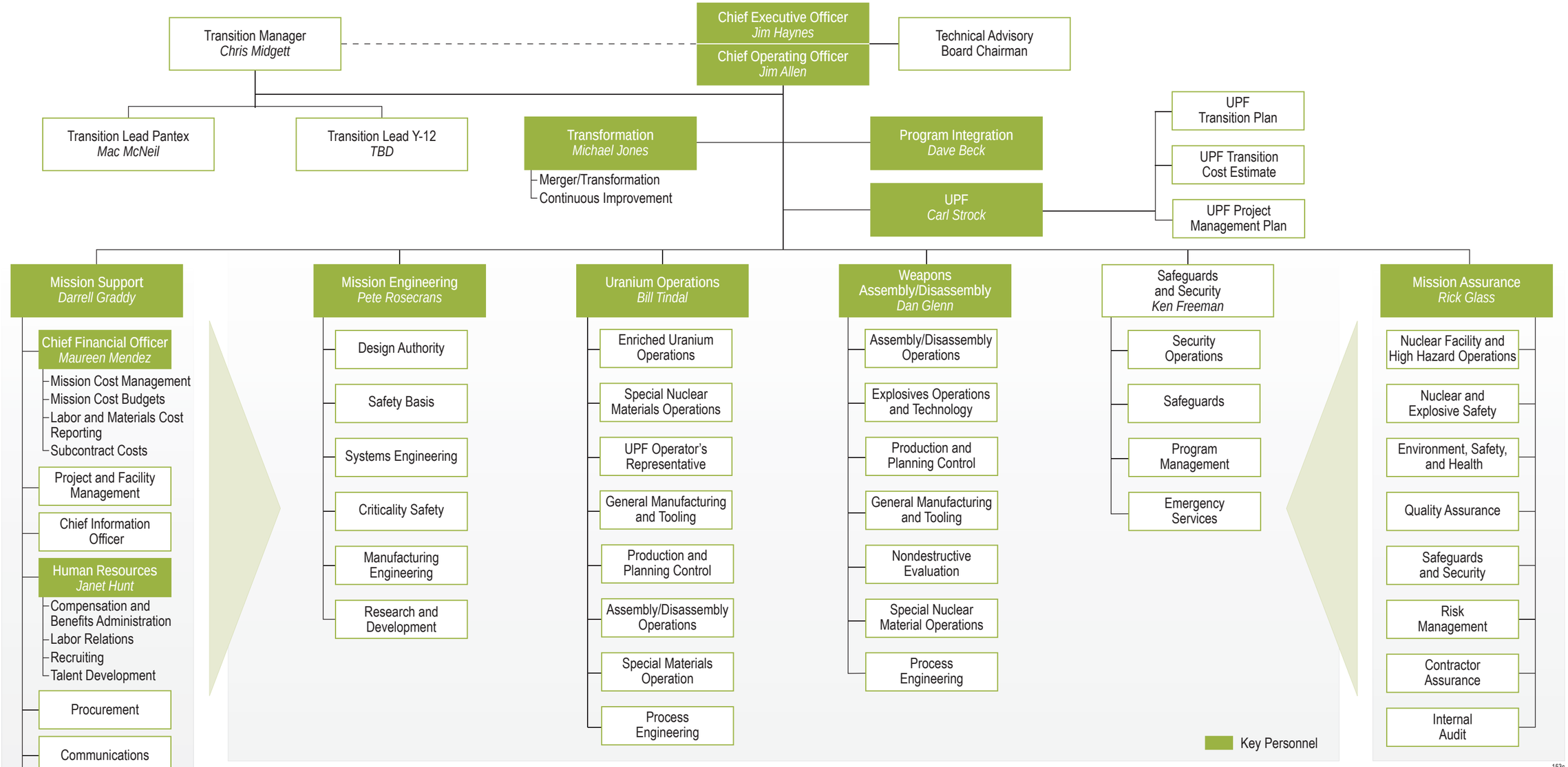


Figure 1. Transition Organization Structure.

Figure 2

Transition Deliverables

Consolidated Nuclear Security

Figure 2. Transition Deliverables

No.	Deliverable	Due*	WBS	Owner	RFP Section
1	Transition Plan (includes UPF)	0	1.1.2	Chris Midgett	F.7(a)
2	Transition Cost Estimate (includes UPF)	0	1.1.3	Chris Midgett	F.7(b)
3	Key Personnel Cost Estimate (includes UPF)	0	1.1.4	Chris Midgett	F.7(d)
4	Staffing Plans	30	1.4.4.2.4	Janet Hunt	J. App A III 2.1
5	Benefit Plans (includes Ben-Val Study)	45	1.4.4.1.5	Janet Hunt	J. App A III 2.2.1
6	Merger Transformation Plan (includes Cost Reduction Plan)	60	1.2.1	Michael Jones	F.7(e), J. App A.III.3.2
7	Conflict of Interest Compliance Plan	60	1.4.8.4	Darrell Graddy	F.7(f)
8	Offers of Employment	90	1.4.4.2.11	Janet Hunt	J. App A III 2.3
9	Interface Management Plan	90	1.4.7.6	Darrell Graddy	J. App A I 4.8
10	UPF Project Management Plan	90	1.10.3	Carl Strock	F.7(g)
11	Advance Understanding on Human Resources	120	1.4.4.1.9	Janet Hunt	J. App A III 2.4
12	Integrated Compensation System Plan and Implementation Timetable	120	1.4.4.1.11	Janet Hunt	J. App A III 2.2.2
13	Community Commitment Plan	120	1.4.6.10	Darrell Graddy	F.7(c)

* Calendar days after contract effective date (contract award date)

Figures 3–15

WBS Structure

Consolidated Nuclear Security

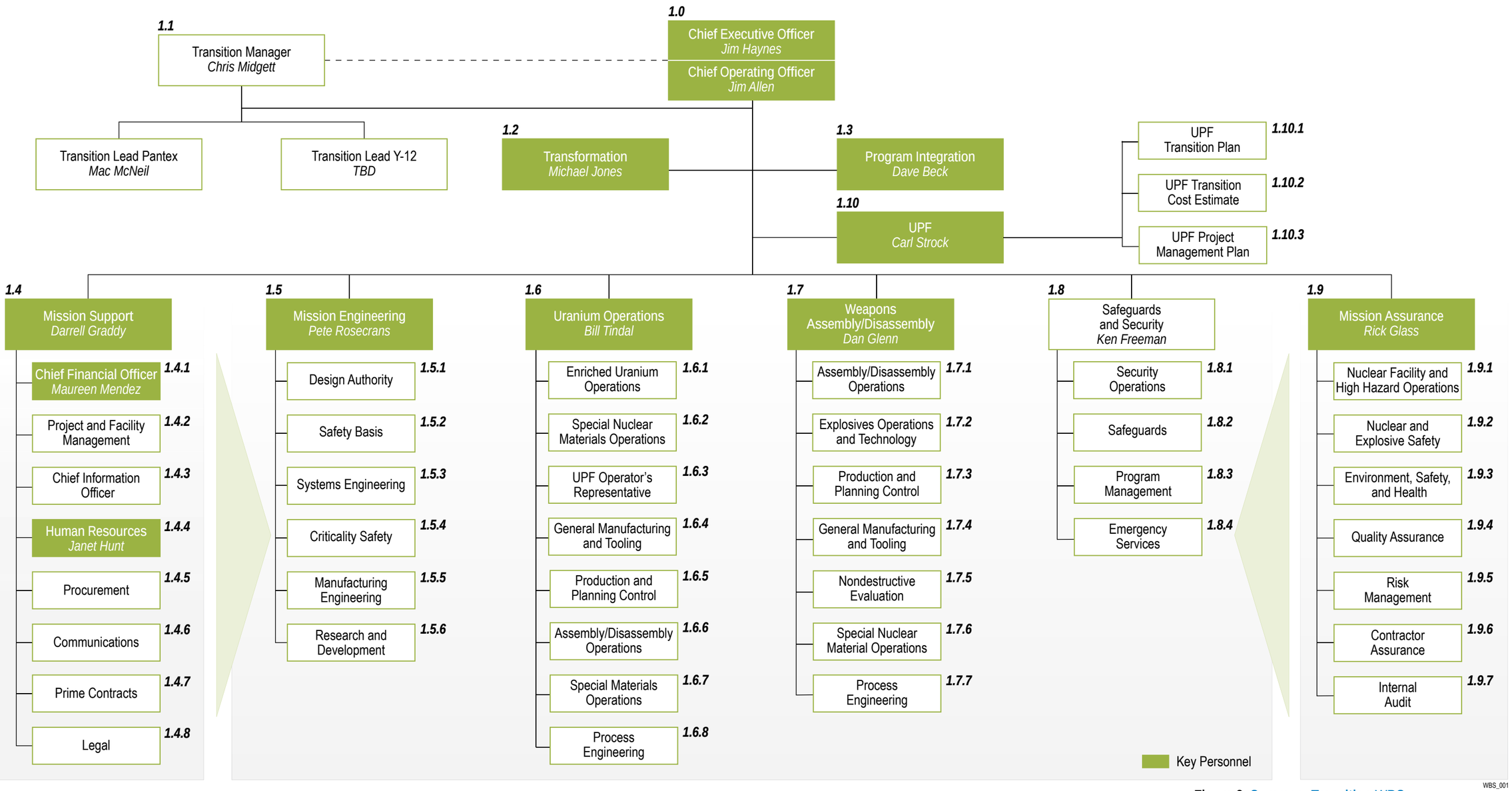


Figure 3. Summary Transition WBS.

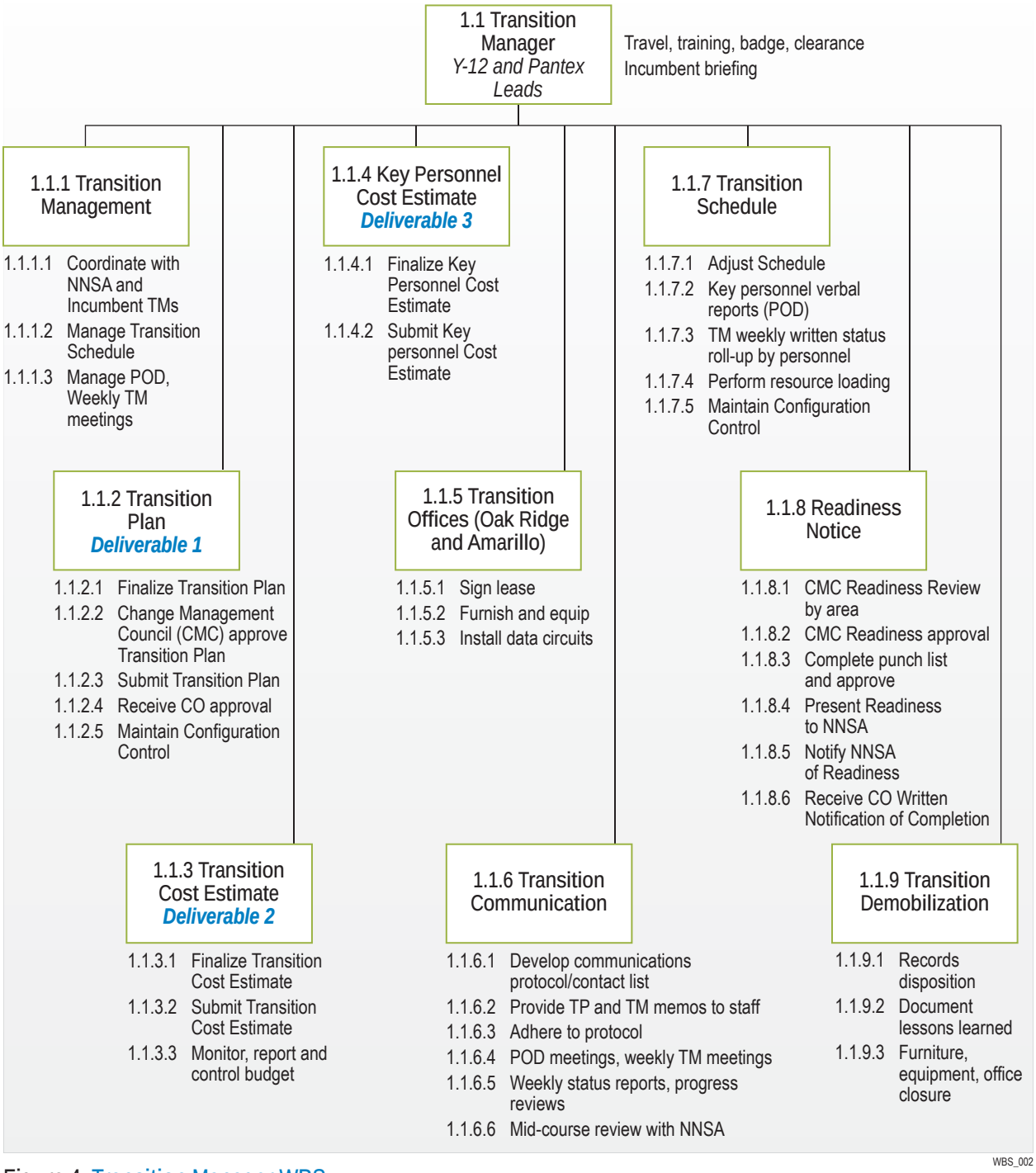


Figure 4. Transition Manager WBS.

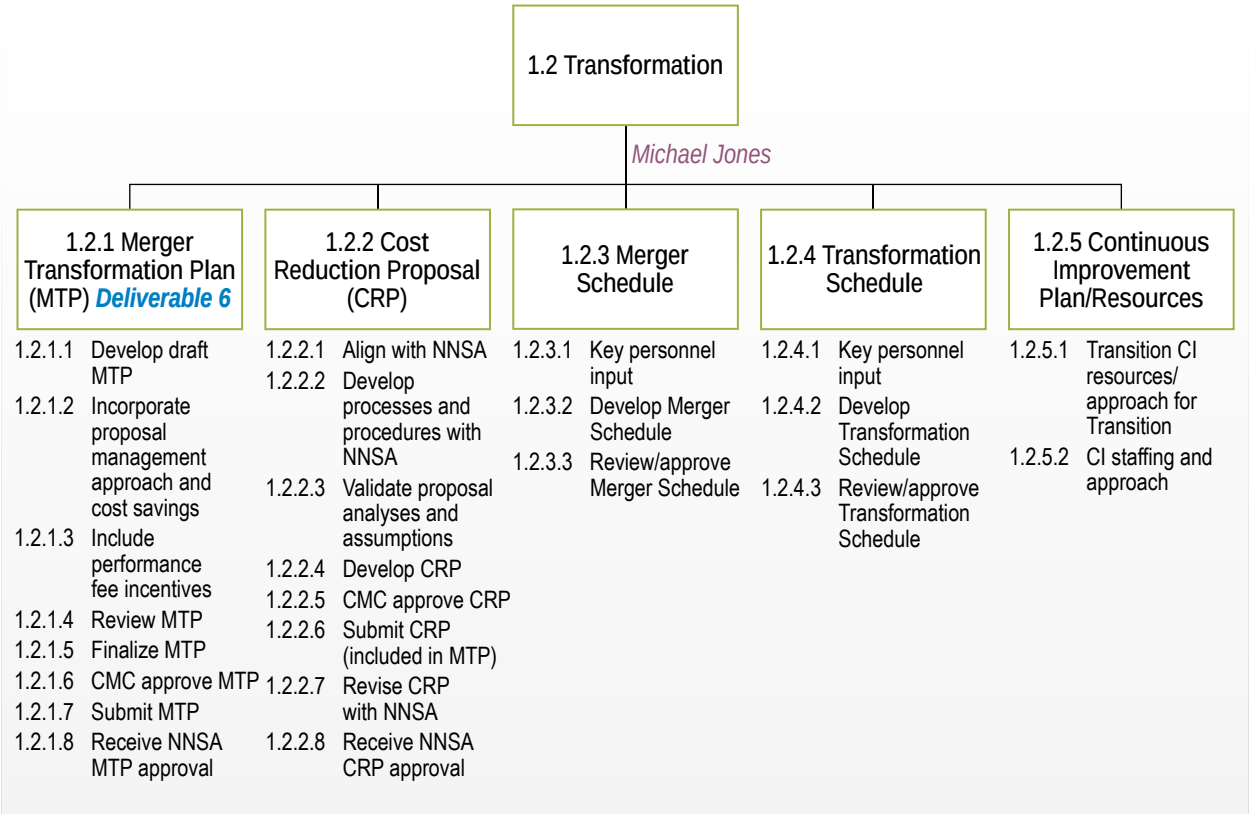


Figure 5. Transformation Transition WBS.

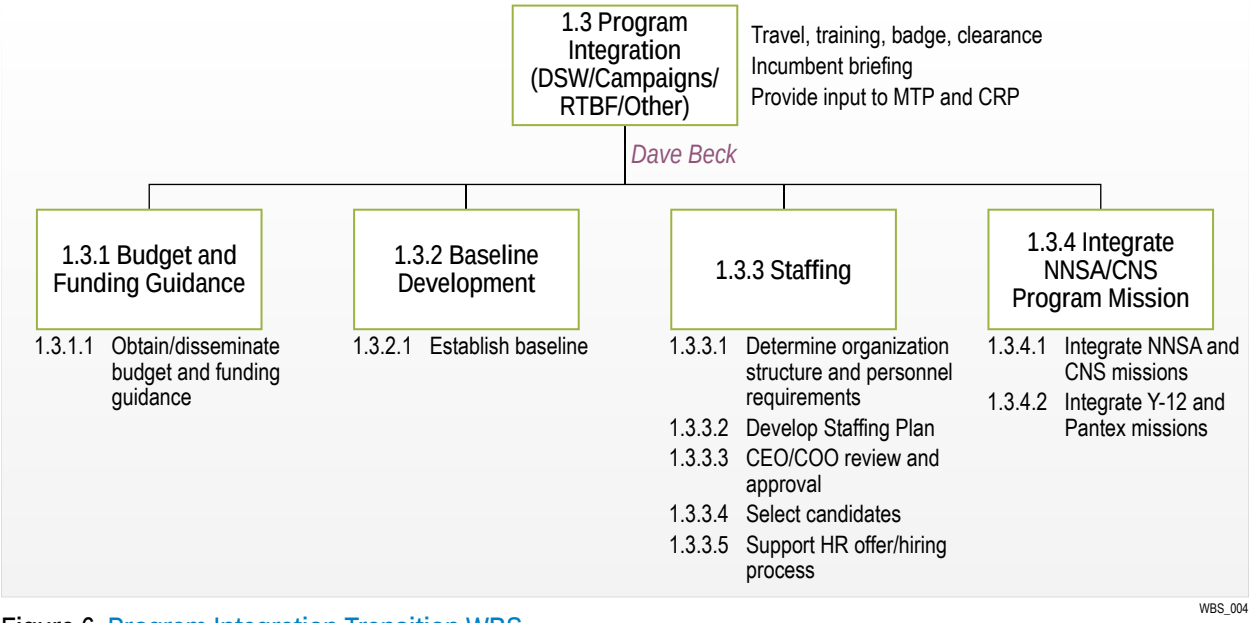


Figure 6. Program Integration Transition WBS.

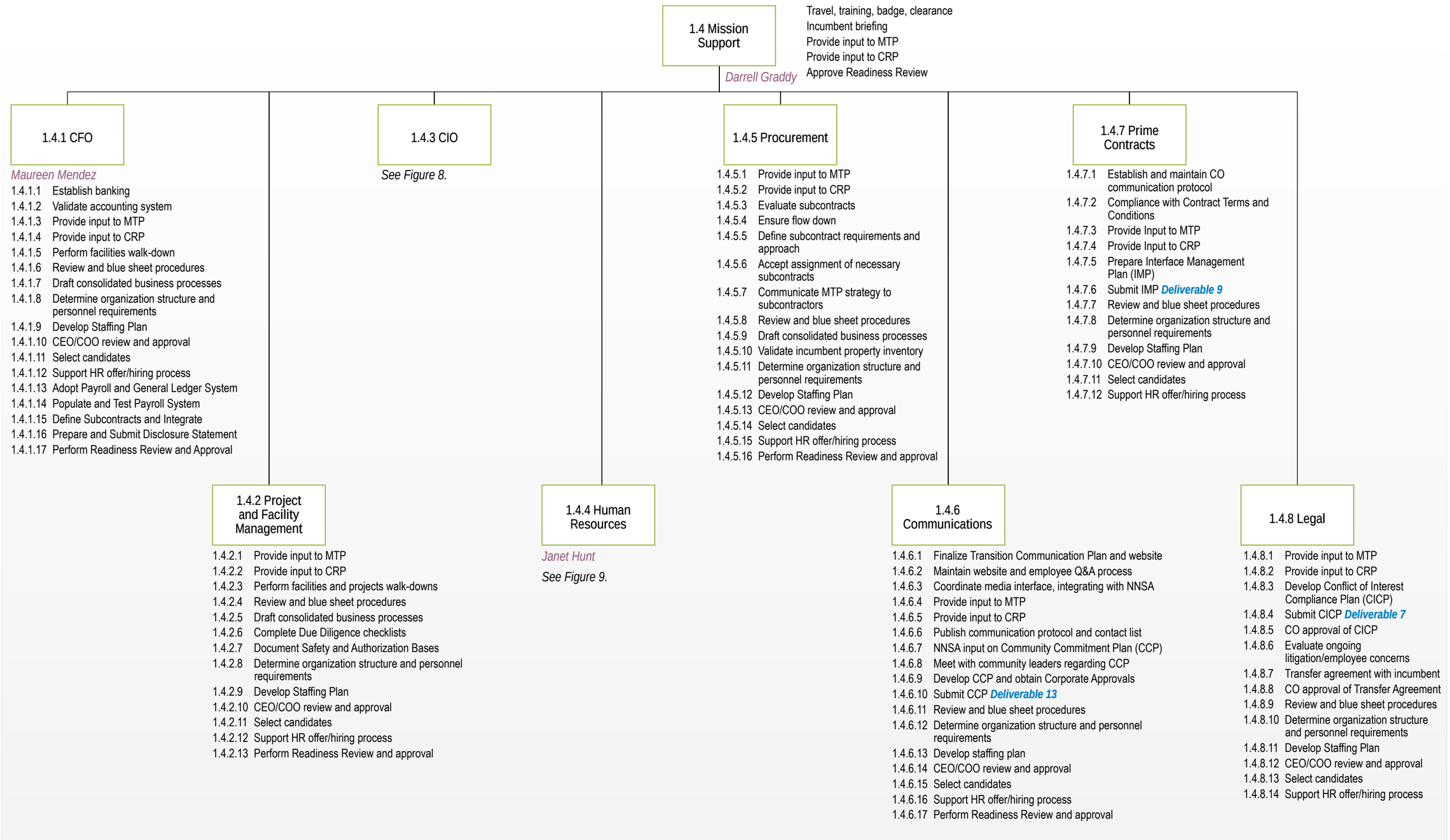


Figure 7. Mission Support Transition WBS.

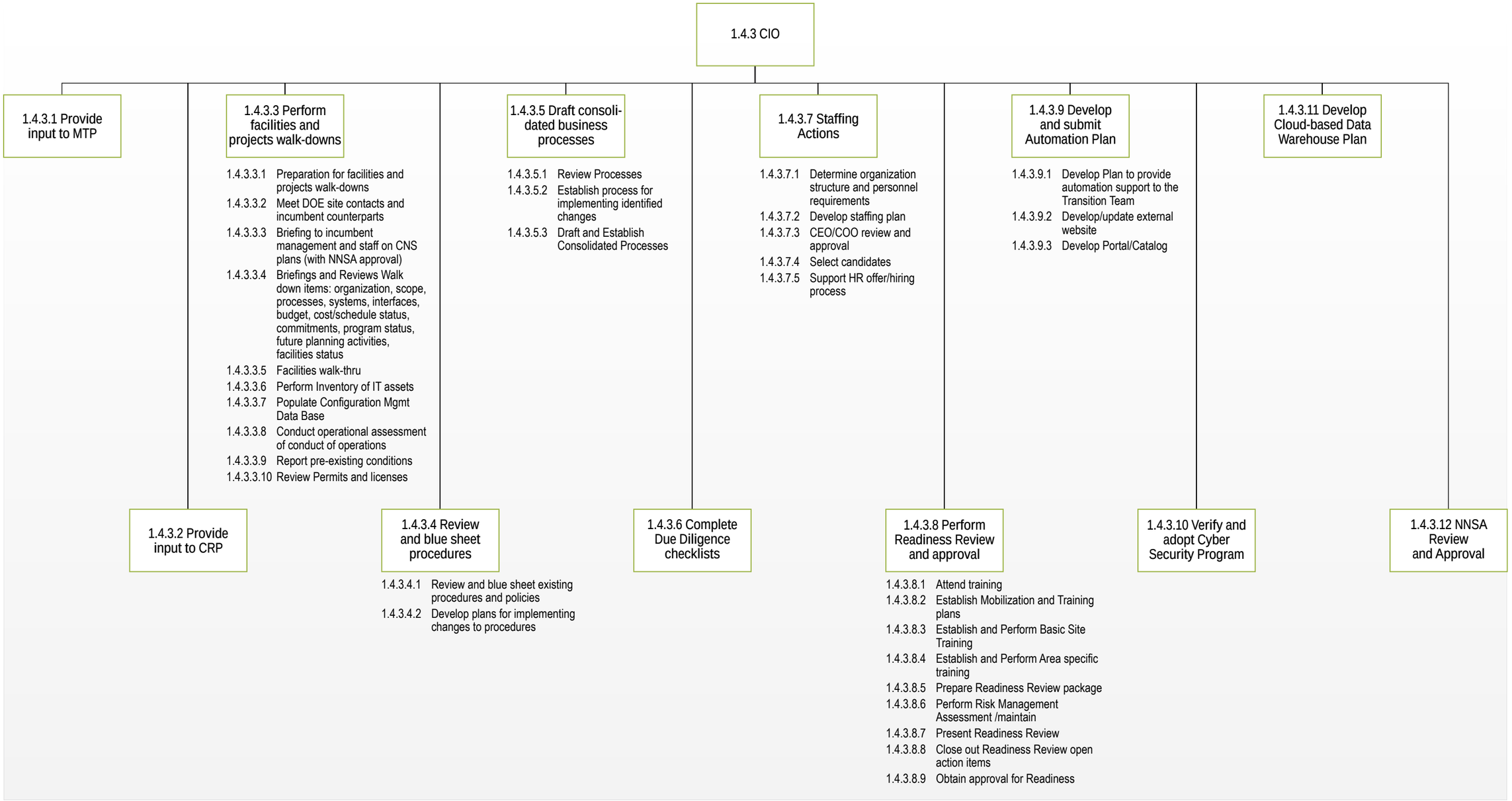


Figure 8. CIO WBS.

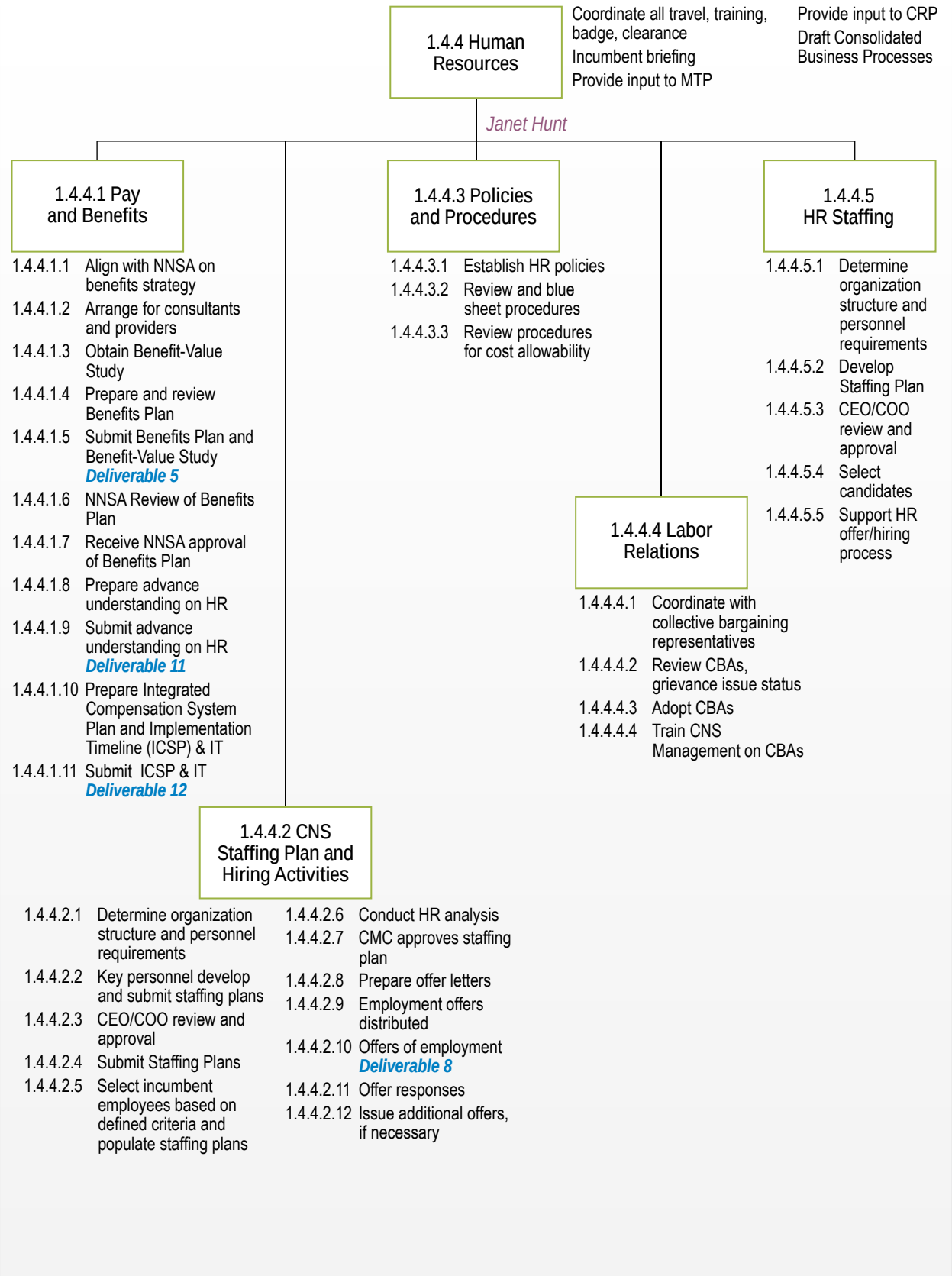
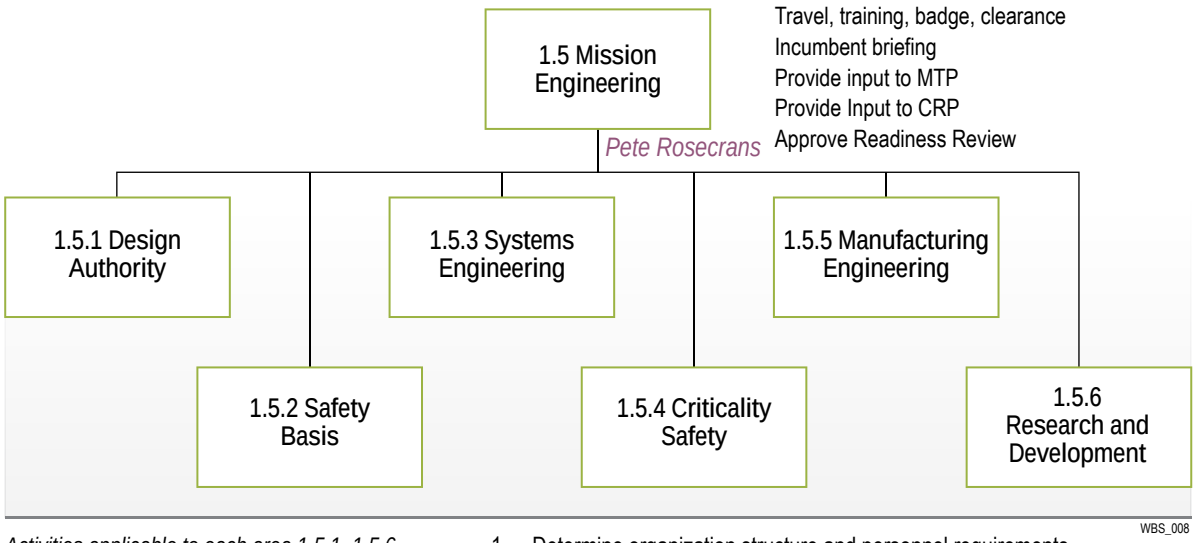


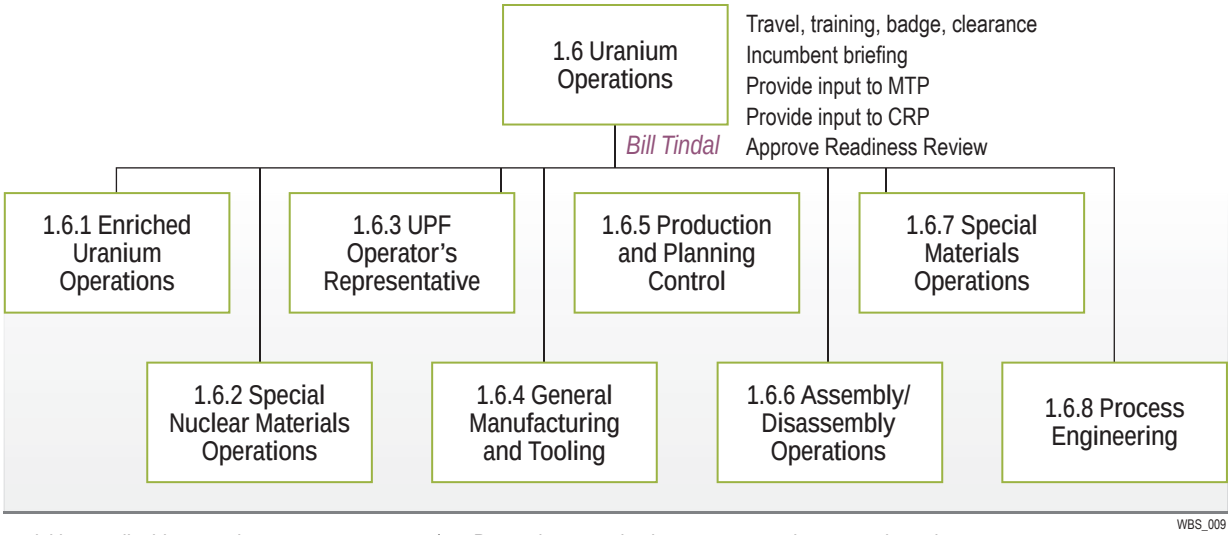
Figure 9. Human Resources Transition WBS.



Activities applicable to each area 1.5.1–1.5.6

1. Determine organization structure and personnel requirements
2. Develop Staffing Plan
3. CEO/COO review and approval
4. Select candidates
5. Support HR offer/hiring process
6. Develop subcontract requirements
7. Obtain Subcontract capabilities (with Procurement)
8. Develop blue sheet procedures
9. Perform facilities walk-down
10. Complete Due Diligence checklists
11. Resolve issues
12. Perform Readiness Review and approval

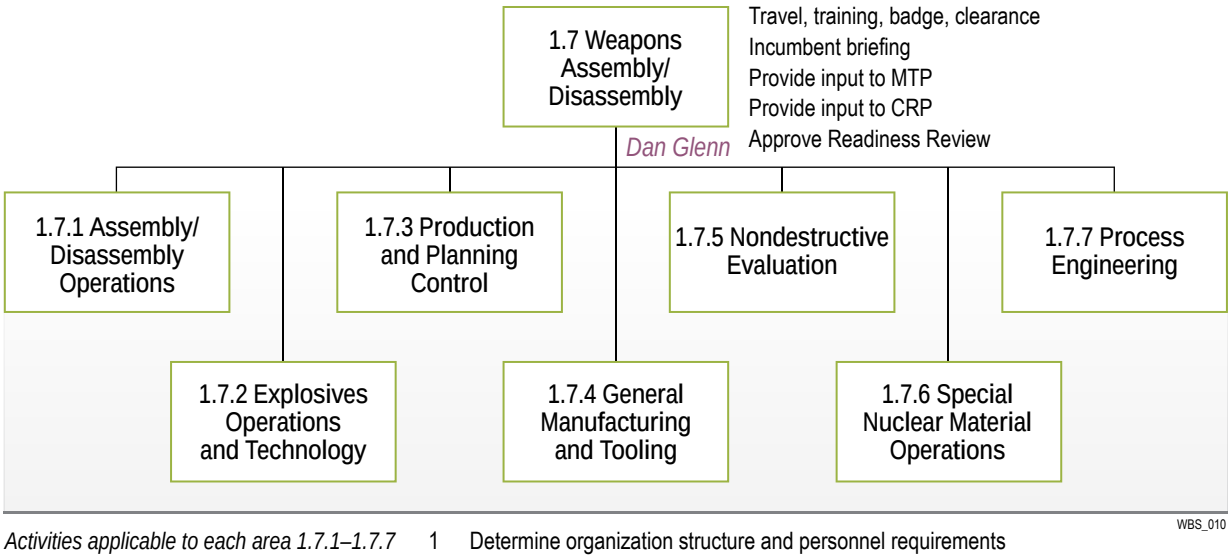
Figure 10. Mission Engineering Transition WBS.



Activities applicable to each area 1.6.1–1.6.8

1. Determine organization structure and personnel requirements
2. Develop Staffing Plan
3. CEO/COO review and approval
4. Select candidates
5. Support HR offer/hiring process
6. Evaluate subcontracts
7. Define subcontracts
8. Assign subcontracts
9. Develop and obtain joint concurrence for SNM inventory protocol (1.6.2 only)
10. Review and blue sheet procedures
11. Perform facilities walk-down
12. Complete Due Diligence checklists
13. Document Safety and Authorization Bases
14. Document security posture
15. Perform Readiness Review and approval

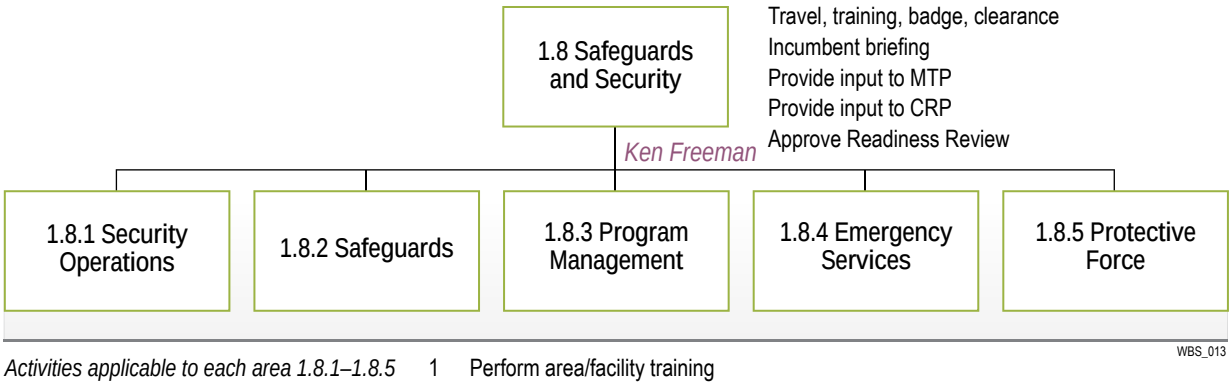
Figure 11. Uranium Operations Transition WBS.



Activities applicable to each area 1.7.1–1.7.7

1. Determine organization structure and personnel requirements
2. Develop Staffing Plan
3. CEO/COO review and approval
4. Select candidates
5. Support HR offer/hiring process
6. Evaluate subcontracts
7. Define subcontracts
8. Assign subcontracts
9. Develop and obtain joint concurrence for SNM inventory protocol (1.7.6 only)
10. Review and blue sheet procedures
11. Perform facilities walk-down
12. Complete Due Diligence checklists
13. Document Safety and Authorization Bases
14. Document security posture
15. Perform Readiness Review and approval

Figure 12. Weapons Assembly/Disassembly Transition WBS.



Activities applicable to each area 1.8.1–1.8.5

1. Perform area/facility training
2. Complete Qualification training
3. Provide input to MTP
4. Provide input to CRP
5. Participate in facility walk-downs as applicable
6. Review and blue sheet procedures
7. Inventory/acceptance transfer of PF property (1.8.5 only)
8. Determine organization structure and personnel requirements
9. Develop Staffing Plan
10. CEO/COO review and approval
11. Select candidates
12. Support HR offer/hiring process
13. Review/revise/adopt processes
14. Document security posture
15. Perform Readiness Review and approval

Figure 13. Safeguards and Security Transition WBS.

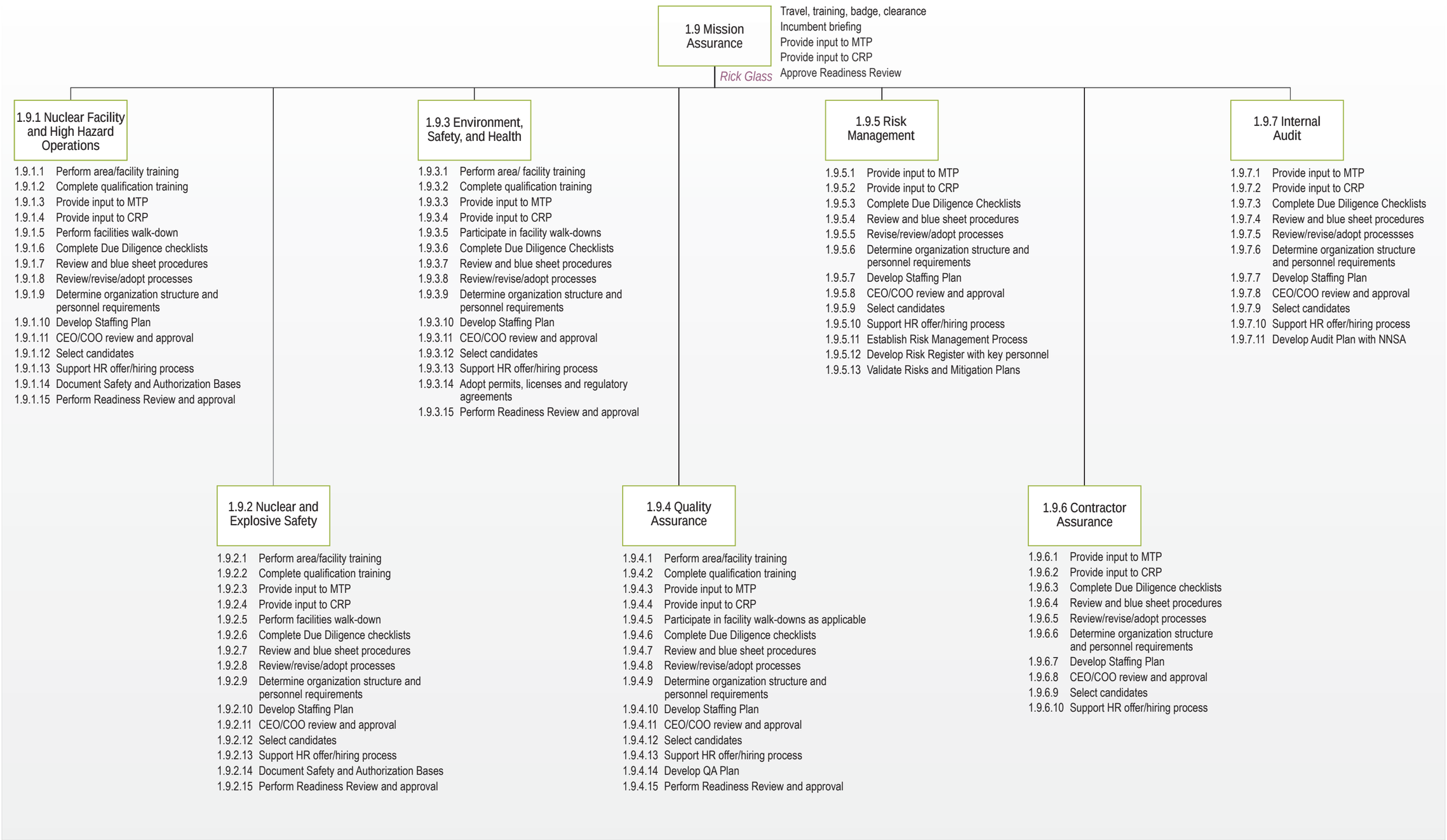


Figure 14. Mission Assurance Transition WBS.

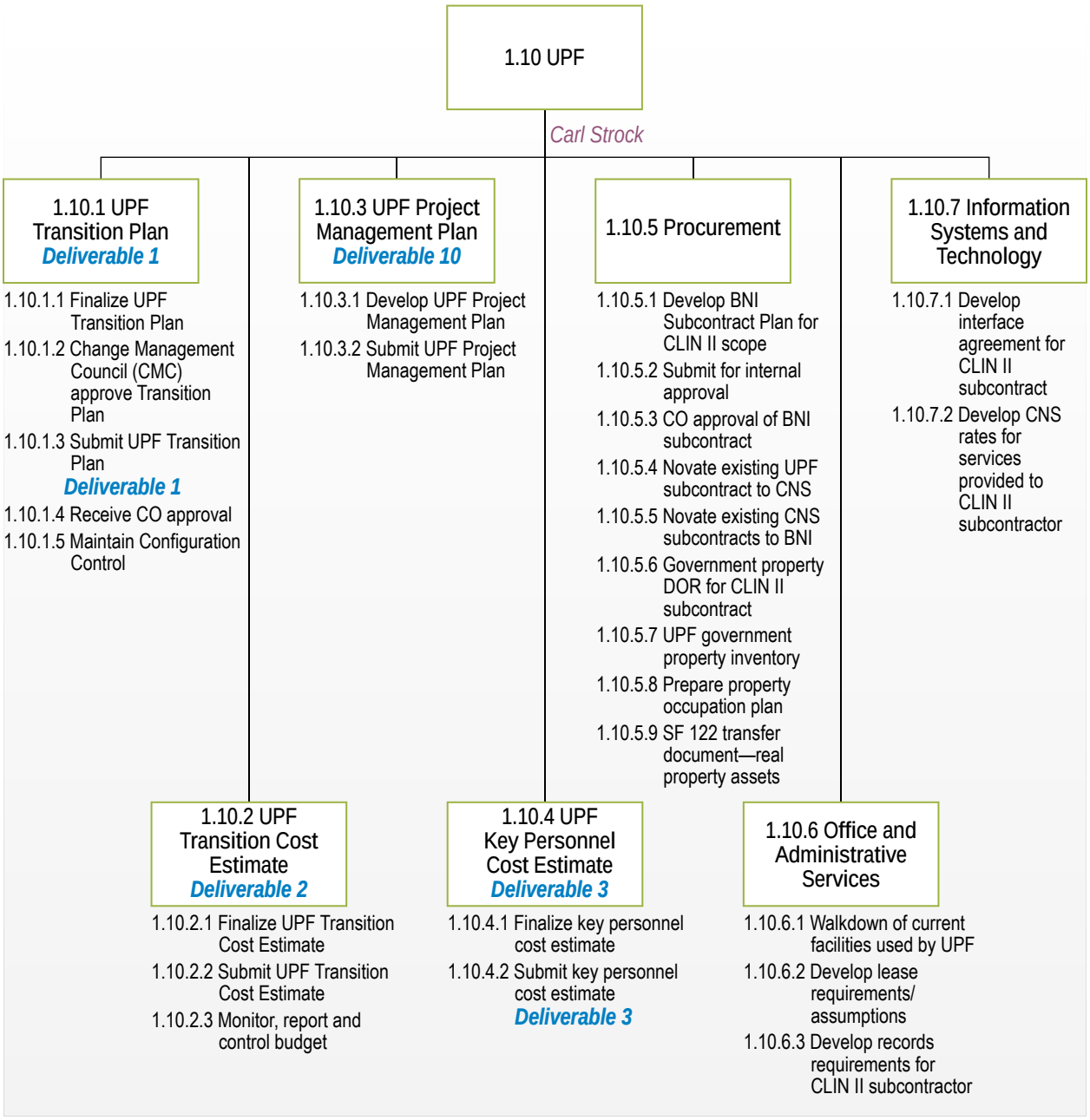


Figure 15. UPF Transition WBS.

Figure 16

Transition Schedule

Consolidated Nuclear Security

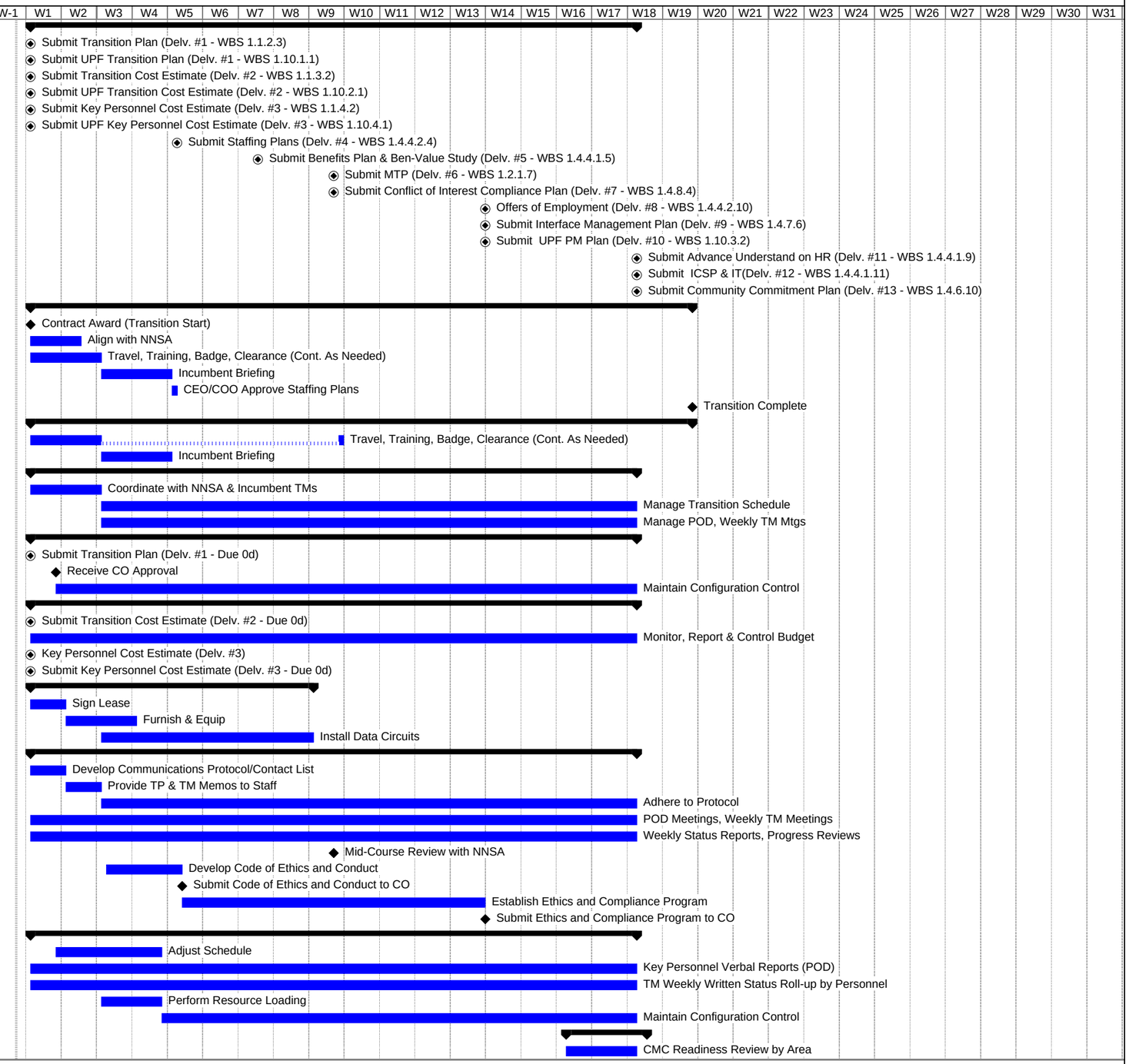
Control Schedule

Y-12_Pantex Transition Schedule

As of: 2/28/2014, 3:33 PM

Revision 7

ID	WBS	Task Name	Duration	Start	Finish
1	**0**	**Contract Deliverables**	**120 days**	**3/3/2014**	**6/30/2014**
2	0.1a	Submit Transition Plan (Delv. #1 - WBS 1.1.2.3)	0 days	3/3/2014	3/3/2014
3	0.1b	Submit UPF Transition Plan (Delv. #1 - WBS 1.10.1.1)	0 days	3/3/2014	3/3/2014
4	0.2a	Submit Transition Cost Estimate (Delv. #2 - WBS 1.1.3.2)	0 days	3/3/2014	3/3/2014
5	0.2b	Submit UPF Transition Cost Estimate (Delv. #2 - WBS 1.10.2.1)	0 days	3/3/2014	3/3/2014
6	0.3a	Submit Key Personnel Cost Estimate (Delv. #3 - WBS 1.1.4.2)	0 days	3/3/2014	3/3/2014
7	0.3b	Submit UPF Key Personnel Cost Estimate (Delv. #3 - WBS 1.10.4.1)	0 days	3/3/2014	3/3/2014
8	0.4	Submit Staffing Plans (Delv. #4 - WBS 1.4.4.2.4)	0 days	3/31/2014	3/31/2014
9	0.5	Submit Benefits Plan & Ben-Value Study (Delv. #5 - WBS 1.4.4.1.5)	0 days	4/16/2014	4/16/2014
10	0.6	Submit MTP (Delv. #6 - WBS 1.2.1.7)	0 days	5/1/2014	5/1/2014
11	0.7	Submit Conflict of Interest Compliance Plan (Delv. #7 - WBS 1.4.8.4)	0 days	5/1/2014	5/1/2014
12	0.8	Offers of Employment (Delv. #8 - WBS 1.4.4.2.10)	0 days	5/31/2014	5/31/2014
13	0.9	Submit Interface Management Plan (Delv. #9 - WBS 1.4.7.6)	0 days	5/31/2014	5/31/2014
14	0.10	Submit UPF PM Plan (Delv. #10 - WBS 1.10.3.2)	0 days	5/31/2014	5/31/2014
15	0.11	Submit Advance Understand on HR (Delv. #11 - WBS 1.4.4.1.9)	0 days	6/30/2014	6/30/2014
16	0.12	Submit ICSP & IT(Delv. #12 - WBS 1.4.4.1.11)	0 days	6/30/2014	6/30/2014
17	0.13	Submit Community Commitment Plan (Delv. #13 - WBS 1.4.6.10)	0 days	6/30/2014	6/30/2014
18	**1.0**	**Transition Project (CEO/COO)**	**131 days**	**3/3/2014**	**7/11/2014**
19	1.0	Contract Award (Transition Start)	0 days	3/3/2014	3/3/2014
20	1.0	Align with NNSA	10 days	3/3/2014	3/12/2014
21	1.0	Travel, Training, Badge, Clearance (Cont. As Needed)	14 days	3/3/2014	3/16/2014
22	1.0	Incumbent Briefing	14 days	3/17/2014	3/30/2014
23	1.0	CEO/COO Approve Staffing Plans	1 day	3/31/2014	3/31/2014
24	1.0	Transition Complete	0 days	7/11/2014	7/11/2014
25	**1.1**	**Transition Manager**	**131 days**	**3/3/2014**	**7/11/2014**
26	1.1	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
27	1.1	Incumbent Briefing	14 days	3/17/2014	3/30/2014
28	**1.1.1**	**Transition Management**	**120 days**	**3/3/2014**	**6/30/2014**
29	1.1.1.1	Coordinate with NNSA & Incumbent TMs	14 days	3/3/2014	3/16/2014
30	1.1.1.2	Manage Transition Schedule	106 days	3/17/2014	6/30/2014
31	1.1.1.3	Manage POD, Weekly TM Mtgs	106 days	3/17/2014	6/30/2014
32	**1.1.2**	**Transition Plan (Delv. #1)**	**120 days**	**3/3/2014**	**6/30/2014**
33	1.1.2.3	Submit Transition Plan (Delv. #1 - Due 0d)	0 days	3/3/2014	3/3/2014
34	1.1.2.4	Receive CO Approval	0 days	3/7/2014	3/7/2014
35	1.1.2.5	Maintain Configuration Control	115 days	3/8/2014	6/30/2014
36	**1.1.3**	**Transition Cost Estimate (Delv. #2)**	**120 days**	**3/3/2014**	**6/30/2014**
37	1.1.3.1	Submit Transition Cost Estimate (Delv. #2 - Due 0d)	0 days	3/3/2014	3/3/2014
38	1.1.3.2	Monitor, Report & Control Budget	120 days	3/3/2014	6/30/2014
39	**1.1.4**	**Key Personnel Cost Estimate (Delv. #3)**	**0 days**	**3/3/2014**	**3/3/2014**
40	1.1.4.1	Submit Key Personnel Cost Estimate (Delv. #3 - Due 0d)	0 days	3/3/2014	3/3/2014
41	**1.1.5**	**Transition Offices (Oak Ridge & Amarillo)**	**56 days**	**3/3/2014**	**4/27/2014**
42	1.1.5.1	Sign Lease	7 days	3/3/2014	3/9/2014
43	1.1.5.2	Furnish & Equip	14 days	3/10/2014	3/23/2014
44	1.1.5.3	Install Data Circuits	42 days	3/17/2014	4/27/2014
45	**1.1.6**	**Transition Communication**	**120 days**	**3/3/2014**	**6/30/2014**
46	1.1.6.1	Develop Communications Protocol/Contact List	7 days	3/3/2014	3/9/2014
47	1.1.6.2	Provide TP & TM Memos to Staff	7 days	3/10/2014	3/16/2014
48	1.1.6.3	Adhere to Protocol	106 days	3/17/2014	6/30/2014
49	1.1.6.4	POD Meetings, Weekly TM Meetings	120 days	3/3/2014	6/30/2014
50	1.1.6.5	Weekly Status Reports, Progress Reviews	120 days	3/3/2014	6/30/2014
51	1.1.6.6	Mid-Course Review with NNSA	0 days	5/1/2014	5/1/2014
52	1.1.6.7	Develop Code of Ethics and Conduct	15 days	3/18/2014	4/1/2014
53	1.1.6.7.d	Submit Code of Ethics and Conduct to CO	0 days	4/1/2014	4/1/2014
54	1.1.6.8	Establish Ethics and Compliance Program	60 days	4/2/2014	5/31/2014
55	1.1.6.8.d	Submit Ethics and Compliance Program to CO	0 days	5/31/2014	5/31/2014
56	**1.1.7**	**Transition Schedule**	**120 days**	**3/3/2014**	**6/30/2014**
57	1.1.7.1	Adjust Schedule	21 days	3/8/2014	3/28/2014
58	1.1.7.2	Key Personnel Verbal Reports (POD)	120 days	3/3/2014	6/30/2014
59	1.1.7.3	TM Weekly Written Status Roll-up by Personnel	120 days	3/3/2014	6/30/2014
60	1.1.7.4	Perform Resource Loading	12 days	3/17/2014	3/28/2014
61	1.1.7.5	Maintain Configuration Control	94 days	3/29/2014	6/30/2014
62	**1.1.8**	**Readiness Notice**	**16 days**	**6/17/2014**	**7/2/2014**
63	1.1.8.1	CMC Readiness Review by Area	14 days	6/17/2014	6/30/2014



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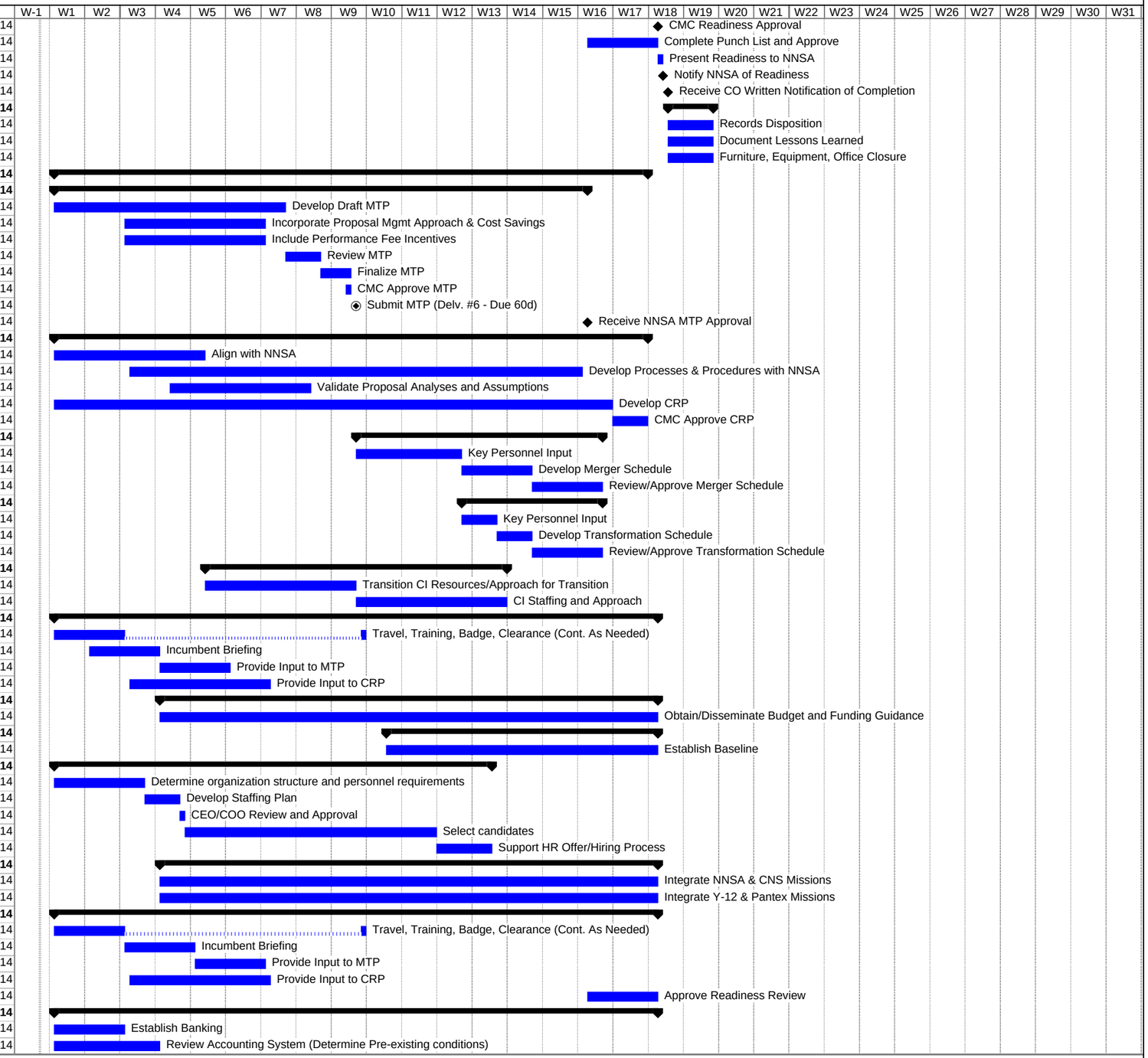
ID	WBS	Task Name	Duration	Start	Finish
64	1.1.8.2	CMC Readiness Approval	0 days	6/30/2014	6/30/2014
65	1.1.8.3	Complete Punch List and Approve	14 days	6/17/2014	6/30/2014
66	1.1.8.4	Present Readiness to NNSA	1 day	7/1/2014	7/1/2014
67	1.1.8.5	Notify NNSA of Readiness	0 days	7/1/2014	7/1/2014
68	1.1.8.6	Receive CO Written Notification of Completion	0 days	7/2/2014	7/2/2014
69	**1.1.9**	**Transition Demobilization**	**9 days**	**7/3/2014**	**7/11/2014**
70	1.1.9.1	Records Disposition	9 days	7/3/2014	7/11/2014
71	1.1.9.2	Document Lessons Learned	9 days	7/3/2014	7/11/2014
72	1.1.9.3	Furniture, Equipment, Office Closure	9 days	7/3/2014	7/11/2014
73	**1.2**	**Transformation**	**118 days**	**3/3/2014**	**6/28/2014**
74	**1.2.1**	**Merger Transformation Plan (MTP) (Delv. #6)**	**106 days**	**3/3/2014**	**6/16/2014**
75	1.2.1.1	Develop Draft MTP	46 days	3/3/2014	4/17/2014
76	1.2.1.2	Incorporate Proposal Mgmt Approach & Cost Savings	28 days	3/17/2014	4/13/2014
77	1.2.1.3	Include Performance Fee Incentives	28 days	3/17/2014	4/13/2014
78	1.2.1.4	Review MTP	7 days	4/18/2014	4/24/2014
79	1.2.1.5	Finalize MTP	6 days	4/25/2014	4/30/2014
80	1.2.1.6	CMC Approve MTP	1 day	4/30/2014	4/30/2014
81	1.2.1.7	Submit MTP (Delv. #6 - Due 60d)	0 days	5/1/2014	5/1/2014
82	1.2.1.8	Receive NNSA MTP Approval	0 days	6/16/2014	6/16/2014
83	**1.2.2**	**Cost Reduction Proposal (CRP)**	**118 days**	**3/3/2014**	**6/28/2014**
84	1.2.2.1	Align with NNSA	30 days	3/3/2014	4/1/2014
85	1.2.2.2	Develop Processes & Procedures with NNSA	90 days	3/18/2014	6/15/2014
86	1.2.2.3	Validate Proposal Analyses and Assumptions	28 days	3/26/2014	4/22/2014
87	1.2.2.4	Develop CRP	111 days	3/3/2014	6/21/2014
88	1.2.2.5	CMC Approve CRP	7 days	6/22/2014	6/28/2014
89	**1.2.3**	**Merger Schedule**	**49 days**	**5/2/2014**	**6/19/2014**
90	1.2.3.1	Key Personnel Input	21 days	5/2/2014	5/22/2014
91	1.2.3.2	Develop Merger Schedule	14 days	5/23/2014	6/5/2014
92	1.2.3.3	Review/Approve Merger Schedule	14 days	6/6/2014	6/19/2014
93	**1.2.4**	**Transformation Schedule**	**28 days**	**5/23/2014**	**6/19/2014**
94	1.2.4.1	Key Personnel Input	7 days	5/23/2014	5/29/2014
95	1.2.4.2	Develop Transformation Schedule	7 days	5/30/2014	6/5/2014
96	1.2.4.3	Review/Approve Transformation Schedule	14 days	6/6/2014	6/19/2014
97	**1.2.5**	**Continuous Improvement Plan**	**60 days**	**4/2/2014**	**5/31/2014**
98	1.2.5.1	Transition CI Resources/Approach for Transition	30 days	4/2/2014	5/1/2014
99	1.2.5.2	CI Staffing and Approach	30 days	5/2/2014	5/31/2014
100	**1.3**	**Program Integration (DSW/Campaigns/RTBF/Other)**	**120 days**	**3/3/2014**	**6/30/2014**
101	1.3	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
102	1.3	Incumbent Briefing	14 days	3/10/2014	3/23/2014
103	1.3	Provide Input to MTP	14 days	3/24/2014	4/6/2014
104	1.3	Provide Input to CRP	28 days	3/18/2014	4/14/2014
105	**1.3.1**	**Budget and Funding Guidance**	**99 days**	**3/24/2014**	**6/30/2014**
106	1.3.1.1	Obtain/Disseminate Budget and Funding Guidance	99 days	3/24/2014	6/30/2014
107	**1.3.2**	**Baseline Development**	**54 days**	**5/8/2014**	**6/30/2014**
108	1.3.2.1	Establish Baseline	54 days	5/8/2014	6/30/2014
109	**1.3.3**	**Staffing**	**87 days**	**3/3/2014**	**5/28/2014**
110	1.3.3.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
111	1.3.3.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
112	1.3.3.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
113	1.3.3.4	Select candidates	50 days	3/29/2014	5/17/2014
114	1.3.3.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
115	**1.3.4**	**Integrate NNSA/CNS Program Mission**	**99 days**	**3/24/2014**	**6/30/2014**
116	1.3.4.1	Integrate NNSA & CNS Missions	99 days	3/24/2014	6/30/2014
117	1.3.4.2	Integrate Y-12 & Pantex Missions	99 days	3/24/2014	6/30/2014
118	**1.4**	**Mission Support**	**120 days**	**3/3/2014**	**6/30/2014**
119	1.4	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
120	1.4	Incumbent Briefing	14 days	3/17/2014	3/30/2014
121	1.4	Provide Input to MTP	14 days	3/31/2014	4/13/2014
122	1.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
123	1.4	Approve Readiness Review	14 days	6/17/2014	6/30/2014
124	**1.4.1**	**Chief Financial Officer**	**120 days**	**3/3/2014**	**6/30/2014**
125	1.4.1.1	Establish Banking	14 days	3/3/2014	3/16/2014
126	1.4.1.2	Review Accounting System (Determine Pre-existing conditions)	21 days	3/3/2014	3/23/2014



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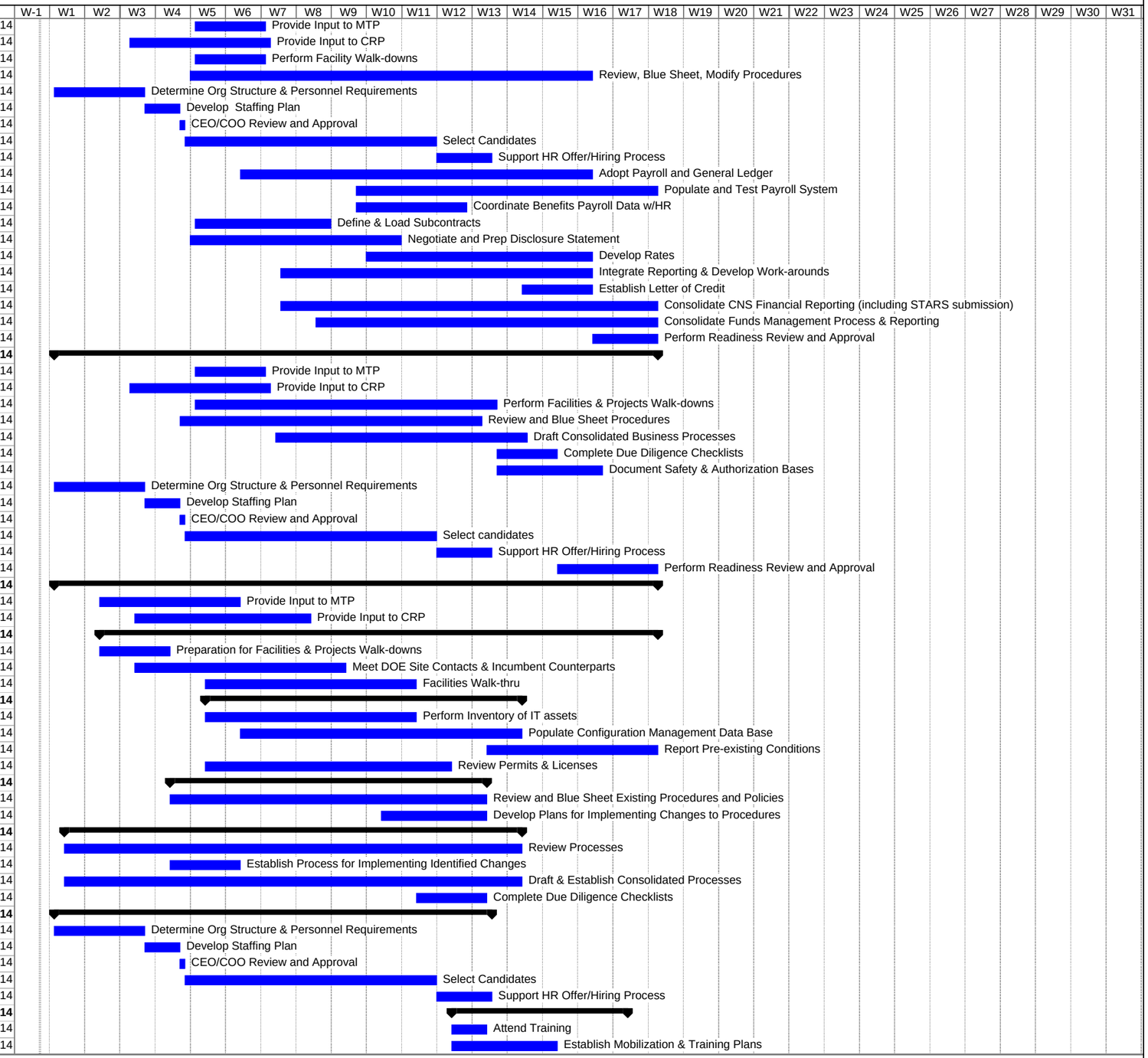
ID	WBS	Task Name	Duration	Start	Finish
127	1.4.1.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
128	1.4.1.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
129	1.4.1.5	Perform Facility Walk-downs	14 days	3/31/2014	4/13/2014
130	1.4.1.6	Review, Blue Sheet, Modify Procedures	80 days	3/30/2014	6/17/2014
131	1.4.1.8	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
132	1.4.1.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
133	1.4.1.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
134	1.4.1.11	Select Candidates	50 days	3/29/2014	5/17/2014
135	1.4.1.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
136	1.4.1.13	Adopt Payroll and General Ledger	70 days	4/9/2014	6/17/2014
137	1.4.1.14	Populate and Test Payroll System	60 days	5/2/2014	6/30/2014
138	1.4.1.15	Coordinate Benefits Payroll Data w/HR	22 days	5/2/2014	5/23/2014
139	1.4.1.16	Define & Load Subcontracts	27 days	3/31/2014	4/26/2014
140	1.4.1.17	Negotiate and Prep Disclosure Statement	42 days	3/30/2014	5/10/2014
141	1.4.1.18	Develop Rates	45 days	5/4/2014	6/17/2014
142	1.4.1.19	Integrate Reporting & Develop Work-arounds	62 days	4/17/2014	6/17/2014
143	1.4.1.20	Establish Letter of Credit	14 days	6/4/2014	6/17/2014
144	1.4.1.21	Consolidate CNS Financial Reporting (including STARS submission)	75 days	4/17/2014	6/30/2014
145	1.4.1.22	Consolidate Funds Management Process & Reporting	68 days	4/24/2014	6/30/2014
146	1.4.1.23	Perform Readiness Review and Approval	13 days	6/18/2014	6/30/2014
147	**1.4.2**	**Project and Facility Management**	**120 days**	**3/3/2014**	**6/30/2014**
148	1.4.2.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
149	1.4.2.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014
150	1.4.2.3	Perform Facilities & Projects Walk-downs	60 days	3/31/2014	5/29/2014
151	1.4.2.4	Review and Blue Sheet Procedures	60 days	3/28/2014	5/26/2014
152	1.4.2.5	Draft Consolidated Business Processes	50 days	4/16/2014	6/4/2014
153	1.4.2.6	Complete Due Diligence Checklists	12 days	5/30/2014	6/10/2014
154	1.4.2.7	Document Safety & Authorization Bases	21 days	5/30/2014	6/19/2014
155	1.4.2.8	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
156	1.4.2.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
157	1.4.2.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
158	1.4.2.11	Select candidates	50 days	3/29/2014	5/17/2014
159	1.4.2.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
160	1.4.2.13	Perform Readiness Review and Approval	20 days	6/11/2014	6/30/2014
161	**1.4.3**	**Chief Information Officer**	**120 days**	**3/3/2014**	**6/30/2014**
162	1.4.3.1	Provide Input to MTP	28 days	3/12/2014	4/8/2014
163	1.4.3.2	Provide Input to CRP	35 days	3/19/2014	4/22/2014
164	**1.4.3.3**	**Perform Facilities & Projects Walk-downs**	**111 days**	**3/12/2014**	**6/30/2014**
165	1.4.3.3.1	Preparation for Facilities & Projects Walk-downs	14 days	3/12/2014	3/25/2014
166	1.4.3.3.2	Meet DOE Site Contacts & Incumbent Counterparts	42 days	3/19/2014	4/29/2014
167	1.4.3.3.3	Facilities Walk-thru	42 days	4/2/2014	5/13/2014
168	**1.4.3.3.4**	**Inventories**	**63 days**	**4/2/2014**	**6/3/2014**
169	1.4.3.3.4.1	Perform Inventory of IT assets	42 days	4/2/2014	5/13/2014
170	1.4.3.3.4.2	Populate Configuration Management Data Base	56 days	4/9/2014	6/3/2014
171	1.4.3.3.5	Report Pre-existing Conditions	34 days	5/28/2014	6/30/2014
172	1.4.3.3.6	Review Permits & Licenses	49 days	4/2/2014	5/20/2014
173	**1.4.3.4**	**Conduct operational assessment, including Review and Blue Shee**	**63 days**	**3/26/2014**	**5/27/2014**
174	1.4.3.4.1	Review and Blue Sheet Existing Procedures and Policies	63 days	3/26/2014	5/27/2014
175	1.4.3.4.2	Develop Plans for Implementing Changes to Procedures	21 days	5/7/2014	5/27/2014
176	**1.4.3.5**	**Draft Consolidated Business Processes**	**91 days**	**3/5/2014**	**6/3/2014**
177	1.4.3.5.1	Review Processes	91 days	3/5/2014	6/3/2014
178	1.4.3.5.2	Establish Process for Implementing Identified Changes	14 days	3/26/2014	4/8/2014
179	1.4.3.5.3	Draft & Establish Consolidated Processes	91 days	3/5/2014	6/3/2014
180	1.4.3.6	Complete Due Diligence Checklists	14 days	5/14/2014	5/27/2014
181	**1.4.3.7**	**Staffing Actions**	**87 days**	**3/3/2014**	**5/28/2014**
182	1.4.3.7.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
183	1.4.3.7.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
184	1.4.3.7.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
185	1.4.3.7.4	Select Candidates	50 days	3/29/2014	5/17/2014
186	1.4.3.7.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
187	**1.4.3.8**	**Perform Readiness Review and Approval**	**35 days**	**5/21/2014**	**6/24/2014**
188	1.4.3.8.1	Attend Training	7 days	5/21/2014	5/27/2014
189	1.4.3.8.2	Establish Mobilization & Training Plans	21 days	5/21/2014	6/10/2014



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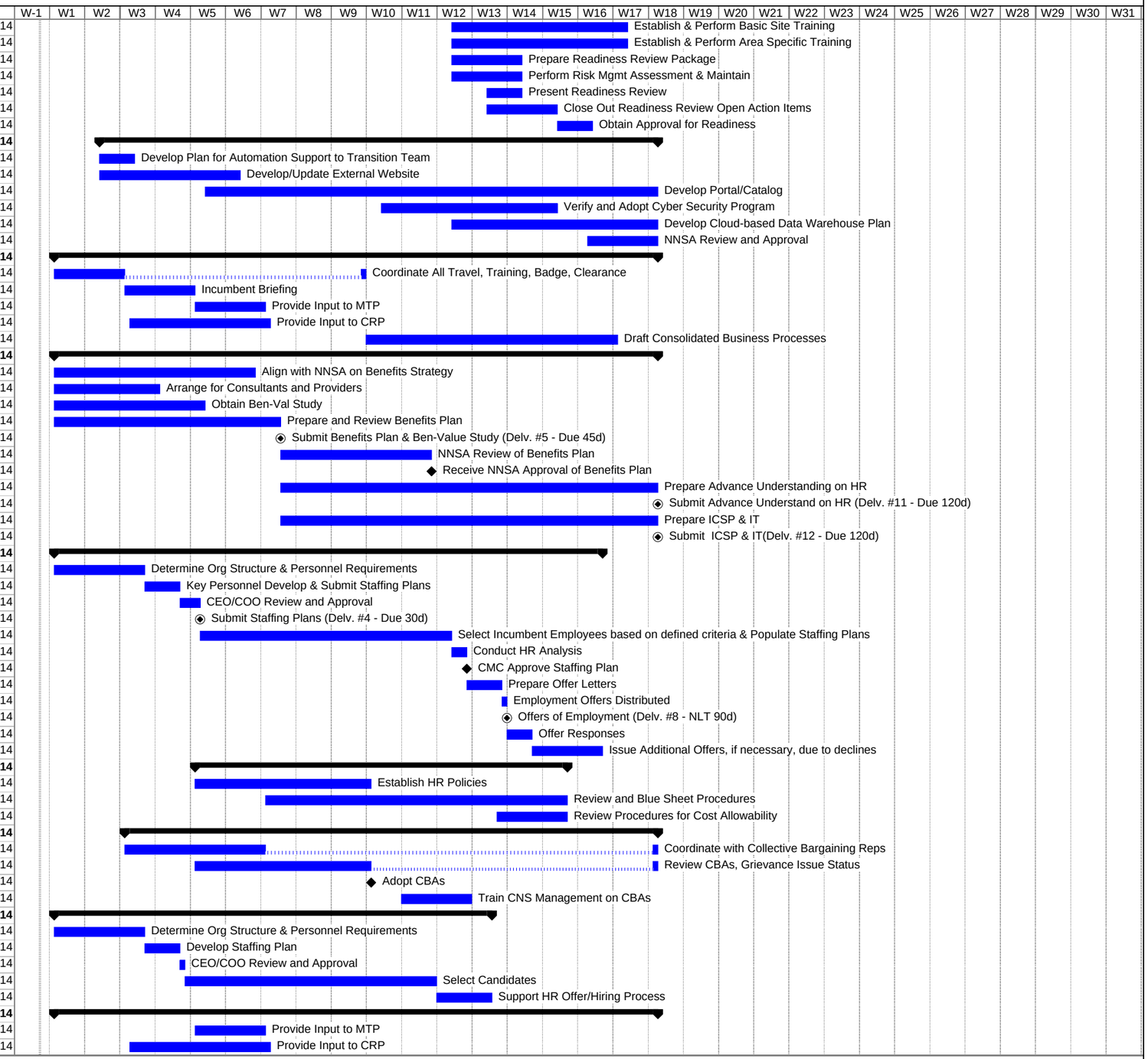
ID	WBS	Task Name	Duration	Start	Finish
190	1.4.3.8.3	Establish & Perform Basic Site Training	35 days	5/21/2014	6/24/2014
191	1.4.3.8.4	Establish & Perform Area Specific Training	35 days	5/21/2014	6/24/2014
192	1.4.3.8.5	Prepare Readiness Review Package	14 days	5/21/2014	6/3/2014
193	1.4.3.8.6	Perform Risk Mgmt Assessment & Maintain	14 days	5/21/2014	6/3/2014
194	1.4.3.8.7	Present Readiness Review	7 days	5/28/2014	6/3/2014
195	1.4.3.8.8	Close Out Readiness Review Open Action Items	14 days	5/28/2014	6/10/2014
196	1.4.3.8.9	Obtain Approval for Readiness	7 days	6/11/2014	6/17/2014
197	**1.4.3.9**	**Develop and Submit Automation Plan**	**111 days**	**3/12/2014**	**6/30/2014**
198	1.4.3.9.1	Develop Plan for Automation Support to Transition Team	7 days	3/12/2014	3/18/2014
199	1.4.3.9.2	Develop/Update External Website	28 days	3/12/2014	4/8/2014
200	1.4.3.9.3	Develop Portal/Catalog	90 days	4/2/2014	6/30/2014
201	1.4.3.10	Verify and Adopt Cyber Security Program	35 days	5/7/2014	6/10/2014
202	1.4.3.11	Develop Cloud-based Data Warehouse Plan	41 days	5/21/2014	6/30/2014
203	1.4.3.12	NNSA Review and Approval	14 days	6/17/2014	6/30/2014
204	**1.4.4**	**Human Resources**	**120 days**	**3/3/2014**	**6/30/2014**
205	1.4.4	Coordinate All Travel, Training, Badge, Clearance	15 days	3/3/2014	5/3/2014
206	1.4.4	Incumbent Briefing	14 days	3/17/2014	3/30/2014
207	1.4.4	Provide Input to MTP	14 days	3/31/2014	4/13/2014
208	1.4.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
209	1.4.4	Draft Consolidated Business Processes	50 days	5/4/2014	6/22/2014
210	**1.4.4.1**	**Pay and Benefits**	**120 days**	**3/3/2014**	**6/30/2014**
211	1.4.4.1.1	Align with NNSA on Benefits Strategy	40 days	3/3/2014	4/11/2014
212	1.4.4.1.2	Arrange for Consultants and Providers	21 days	3/3/2014	3/23/2014
213	1.4.4.1.3	Obtain Ben-Val Study	30 days	3/3/2014	4/1/2014
214	1.4.4.1.4	Prepare and Review Benefits Plan	45 days	3/3/2014	4/16/2014
215	1.4.4.1.5	Submit Benefits Plan & Ben-Value Study (Delv. #5 - Due 45d)	0 days	4/16/2014	4/16/2014
216	1.4.4.1.6	NNSA Review of Benefits Plan	30 days	4/17/2014	5/16/2014
217	1.4.4.1.7	Receive NNSA Approval of Benefits Plan	0 days	5/16/2014	5/16/2014
218	1.4.4.1.8	Prepare Advance Understanding on HR	75 days	4/17/2014	6/30/2014
219	1.4.4.1.9	Submit Advance Understand on HR (Delv. #11 - Due 120d)	0 days	6/30/2014	6/30/2014
220	1.4.4.1.10	Prepare ICSP & IT	75 days	4/17/2014	6/30/2014
221	1.4.4.1.11	Submit ICSP & IT(Delv. #12 - Due 120d)	0 days	6/30/2014	6/30/2014
222	**1.4.4.2**	**CNS Staffing Plan and Hiring Activities**	**109 days**	**3/3/2014**	**6/19/2014**
223	1.4.4.2.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
224	1.4.4.2.2	Key Personnel Develop & Submit Staffing Plans	7 days	3/21/2014	3/27/2014
225	1.4.4.2.3	CEO/COO Review and Approval	4 days	3/28/2014	3/31/2014
226	1.4.4.2.4	Submit Staffing Plans (Delv. #4 - Due 30d)	0 days	3/31/2014	3/31/2014
227	1.4.4.2.5	Select Incumbent Employees based on defined criteria & Populate	50 days	4/1/2014	5/20/2014
228	1.4.4.2.6	Conduct HR Analysis	3 days	5/21/2014	5/23/2014
229	1.4.4.2.7	CMC Approve Staffing Plan	0 days	5/23/2014	5/23/2014
230	1.4.4.2.8	Prepare Offer Letters	7 days	5/24/2014	5/30/2014
231	1.4.4.2.9	Employment Offers Distributed	1 day	5/31/2014	5/31/2014
232	1.4.4.2.10	Offers of Employment (Delv. #8 - NLT 90d)	0 days	5/31/2014	5/31/2014
233	1.4.4.2.11	Offer Responses	5 days	6/1/2014	6/5/2014
234	1.4.4.2.12	Issue Additional Offers, if necessary, due to declines	14 days	6/6/2014	6/19/2014
235	**1.4.4.3**	**Policies and Procedures**	**74 days**	**3/31/2014**	**6/12/2014**
236	1.4.4.3.1	Establish HR Policies	35 days	3/31/2014	5/4/2014
237	1.4.4.3.2	Review and Blue Sheet Procedures	60 days	4/14/2014	6/12/2014
238	1.4.4.3.3	Review Procedures for Cost Allowability	14 days	5/30/2014	6/12/2014
239	**1.4.4.4**	**Labor Relations**	**106 days**	**3/17/2014**	**6/30/2014**
240	1.4.4.4.1	Coordinate with Collective Bargaining Reps	29 days	3/17/2014	6/30/2014
241	1.4.4.4.2	Review CBAs, Grievance Issue Status	36 days	3/31/2014	6/30/2014
242	1.4.4.4.3	Adopt CBAs	0 days	5/4/2014	5/4/2014
243	1.4.4.4.4	Train CNS Management on CBAs	14 days	5/11/2014	5/24/2014
244	**1.4.4.5**	**Human Resources Staffing**	**87 days**	**3/3/2014**	**5/28/2014**
245	1.4.4.5.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
246	1.4.4.5.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
247	1.4.4.5.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
248	1.4.4.5.4	Select Candidates	50 days	3/29/2014	5/17/2014
249	1.4.4.5.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
250	**1.4.5**	**Procurement**	**120 days**	**3/3/2014**	**6/30/2014**
251	1.4.5.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
252	1.4.5.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014



Y-12_Pantex Transition Schedule

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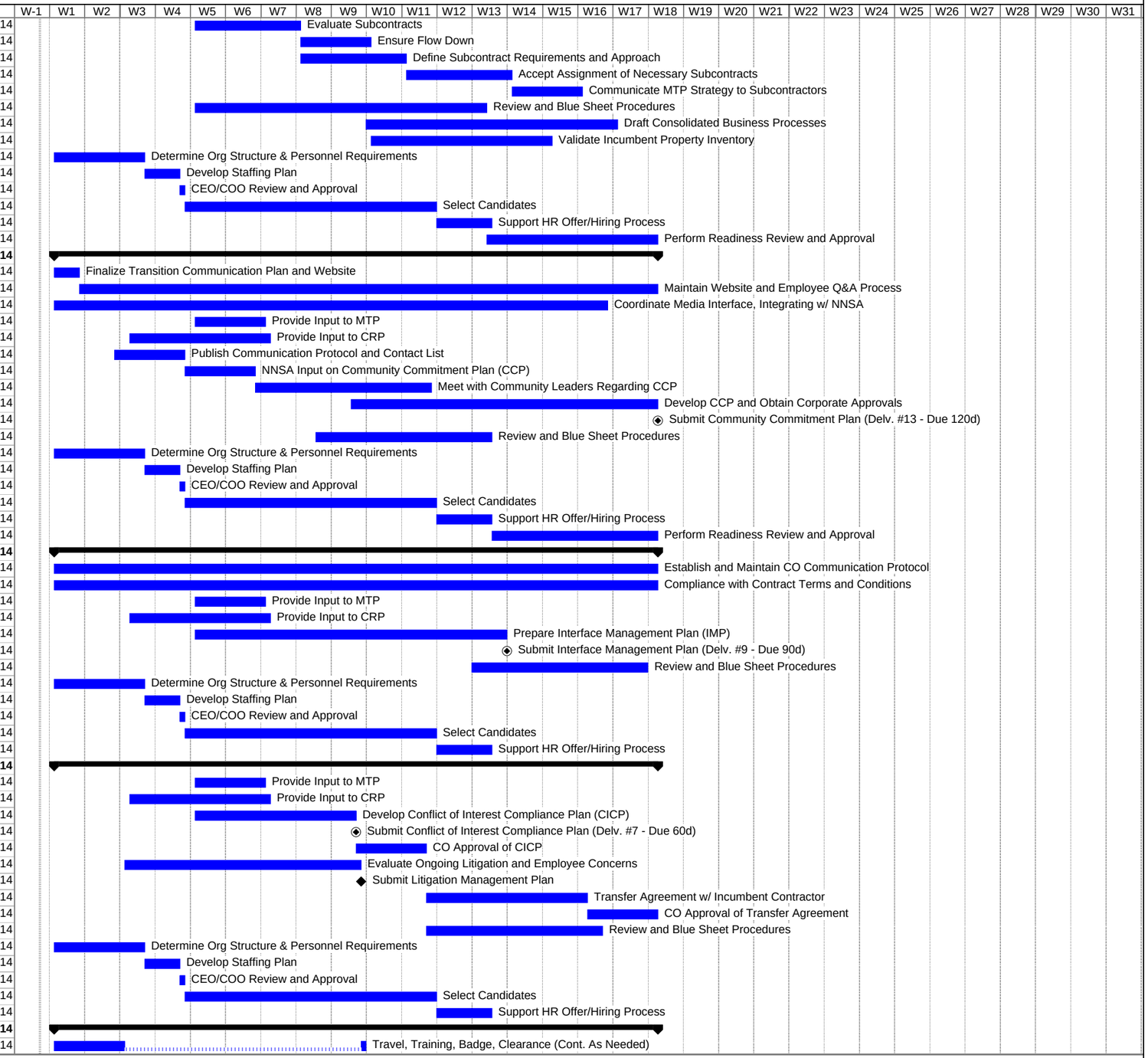
ID	WBS	Task Name	Duration	Start	Finish
253	1.4.5.3	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
254	1.4.5.4	Ensure Flow Down	14 days	4/21/2014	5/4/2014
255	1.4.5.5	Define Subcontract Requirements and Approach	21 days	4/21/2014	5/11/2014
256	1.4.5.6	Accept Assignment of Necessary Subcontracts	21 days	5/12/2014	6/1/2014
257	1.4.5.7	Communicate MTP Strategy to Subcontractors	14 days	6/2/2014	6/15/2014
258	1.4.5.8	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
259	1.4.5.9	Draft Consolidated Business Processes	50 days	5/4/2014	6/22/2014
260	1.4.5.10	Validate Incumbent Property Inventory	36 days	5/5/2014	6/9/2014
261	1.4.5.11	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
262	1.4.5.12	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
263	1.4.5.13	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
264	1.4.5.14	Select Candidates	50 days	3/29/2014	5/17/2014
265	1.4.5.15	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
266	1.4.5.16	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
267	**1.4.6**	**Communications**	**120 days**	**3/3/2014**	**6/30/2014**
268	1.4.6.1	Finalize Transition Communication Plan and Website	5 days	3/3/2014	3/7/2014
269	1.4.6.2	Maintain Website and Employee Q&A Process	115 days	3/8/2014	6/30/2014
270	1.4.6.3	Coordinate Media Interface, Integrating w/ NNSA	110 days	3/3/2014	6/20/2014
271	1.4.6.4	Provide Input to MTP	14 days	3/31/2014	4/13/2014
272	1.4.6.5	Provide Input to CRP	28 days	3/18/2014	4/14/2014
273	1.4.6.6	Publish Communication Protocol and Contact List	14 days	3/15/2014	3/28/2014
274	1.4.6.7	NNSA Input on Community Commitment Plan (CCP)	14 days	3/29/2014	4/11/2014
275	1.4.6.8	Meet with Community Leaders Regarding CCP	35 days	4/12/2014	5/16/2014
276	1.4.6.9	Develop CCP and Obtain Corporate Approvals	61 days	5/1/2014	6/30/2014
277	1.4.6.10	Submit Community Commitment Plan (Delv. #13 - Due 120d)	0 days	6/30/2014	6/30/2014
278	1.4.6.11	Review and Blue Sheet Procedures	35 days	4/24/2014	5/28/2014
279	1.4.6.12	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
280	1.4.6.13	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
281	1.4.6.14	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
282	1.4.6.15	Select Candidates	50 days	3/29/2014	5/17/2014
283	1.4.6.16	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
284	1.4.6.17	Perform Readiness Review and Approval	33 days	5/29/2014	6/30/2014
285	**1.4.7**	**Prime Contracts**	**120 days**	**3/3/2014**	**6/30/2014**
286	1.4.7.1	Establish and Maintain CO Communication Protocol	120 days	3/3/2014	6/30/2014
287	1.4.7.2	Compliance with Contract Terms and Conditions	120 days	3/3/2014	6/30/2014
288	1.4.7.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
289	1.4.7.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
290	1.4.7.5	Prepare Interface Management Plan (IMP)	62 days	3/31/2014	5/31/2014
291	1.4.7.6	Submit Interface Management Plan (Delv. #9 - Due 90d)	0 days	5/31/2014	5/31/2014
292	1.4.7.7	Review and Blue Sheet Procedures	35 days	5/25/2014	6/28/2014
293	1.4.7.8	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
294	1.4.7.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
295	1.4.7.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
296	1.4.7.11	Select Candidates	50 days	3/29/2014	5/17/2014
297	1.4.7.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
298	**1.4.8**	**Legal**	**120 days**	**3/3/2014**	**6/30/2014**
299	1.4.8.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
300	1.4.8.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014
301	1.4.8.3	Develop Conflict of Interest Compliance Plan (CICP)	32 days	3/31/2014	5/1/2014
302	1.4.8.4	Submit Conflict of Interest Compliance Plan (Delv. #7 - Due 60d)	0 days	5/1/2014	5/1/2014
303	1.4.8.5	CO Approval of CICP	14 days	5/2/2014	5/15/2014
304	1.4.8.6	Evaluate Ongoing Litigation and Employee Concerns	47 days	3/17/2014	5/2/2014
305	1.4.8.7	Submit Litigation Management Plan	0 days	5/2/2014	5/2/2014
306	1.4.8.8	Transfer Agreement w/ Incumbent Contractor	32 days	5/16/2014	6/16/2014
307	1.4.8.9	CO Approval of Transfer Agreement	14 days	6/17/2014	6/30/2014
308	1.4.8.10	Review and Blue Sheet Procedures	35 days	5/16/2014	6/19/2014
309	1.4.8.11	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
310	1.4.8.12	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
311	1.4.8.13	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
312	1.4.8.14	Select Candidates	50 days	3/29/2014	5/17/2014
313	1.4.8.15	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
314	**1.5**	**Mission Engineering**	**120 days**	**3/3/2014**	**6/30/2014**
315	1.5	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014



Control Schedule

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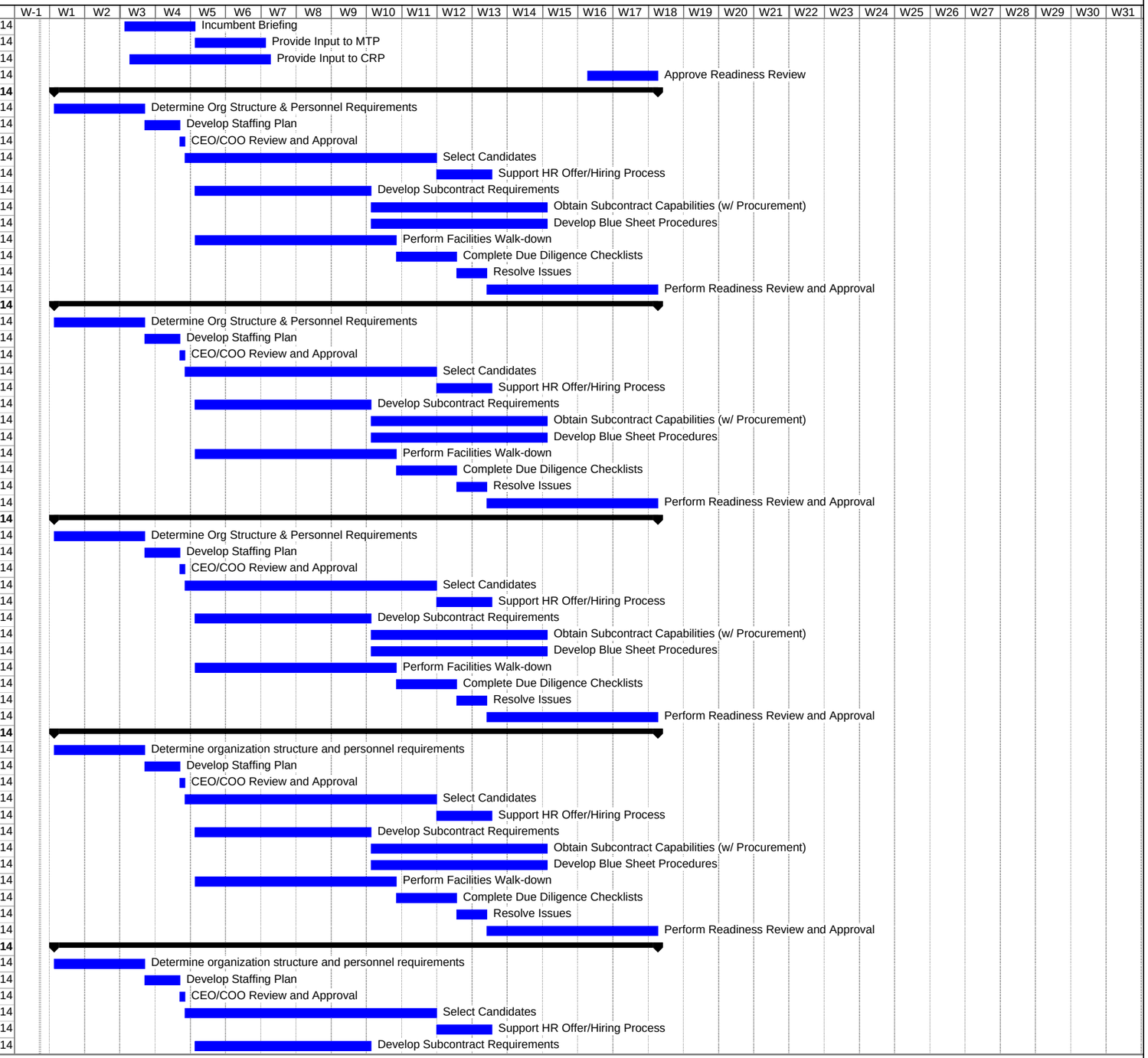
ID	WBS	Task Name	Duration	Start	Finish
316	1.5	Incumbent Briefing	14 days	3/17/2014	3/30/2014
317	1.5	Provide Input to MTP	14 days	3/31/2014	4/13/2014
318	1.5	Provide Input to CRP	28 days	3/18/2014	4/14/2014
319	1.5	Approve Readiness Review	14 days	6/17/2014	6/30/2014
320	**1.5.1**	**Design Authority**	**120 days**	**3/3/2014**	**6/30/2014**
321	1.5.1.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
322	1.5.1.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
323	1.5.1.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
324	1.5.1.4	Select Candidates	50 days	3/29/2014	5/17/2014
325	1.5.1.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
326	1.5.1.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014
327	1.5.1.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
328	1.5.1.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
329	1.5.1.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
330	1.5.1.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
331	1.5.1.11	Resolve Issues	6 days	5/22/2014	5/27/2014
332	1.5.1.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
333	**1.5.2**	**Safety Basis**	**120 days**	**3/3/2014**	**6/30/2014**
334	1.5.2.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
335	1.5.2.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
336	1.5.2.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
337	1.5.2.4	Select Candidates	50 days	3/29/2014	5/17/2014
338	1.5.2.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
339	1.5.2.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014
340	1.5.2.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
341	1.5.2.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
342	1.5.2.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
343	1.5.2.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
344	1.5.2.11	Resolve Issues	6 days	5/22/2014	5/27/2014
345	1.5.2.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
346	**1.5.3**	**Systems Engineering**	**120 days**	**3/3/2014**	**6/30/2014**
347	1.5.3.1	Determine Org Structure & Personnel Requirements	18 days	3/3/2014	3/20/2014
348	1.5.3.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
349	1.5.3.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
350	1.5.3.4	Select Candidates	50 days	3/29/2014	5/17/2014
351	1.5.3.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
352	1.5.3.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014
353	1.5.3.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
354	1.5.3.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
355	1.5.3.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
356	1.5.3.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
357	1.5.3.11	Resolve Issues	6 days	5/22/2014	5/27/2014
358	1.5.3.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
359	**1.5.4**	**Criticality Safety**	**120 days**	**3/3/2014**	**6/30/2014**
360	1.5.4.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
361	1.5.4.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
362	1.5.4.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
363	1.5.4.4	Select Candidates	50 days	3/29/2014	5/17/2014
364	1.5.4.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
365	1.5.4.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014
366	1.5.4.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
367	1.5.4.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
368	1.5.4.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
369	1.5.4.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
370	1.5.4.11	Resolve Issues	6 days	5/22/2014	5/27/2014
371	1.5.4.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
372	**1.5.5**	**Manufacturing Engineering**	**120 days**	**3/3/2014**	**6/30/2014**
373	1.5.5.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
374	1.5.5.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
375	1.5.5.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
376	1.5.5.4	Select Candidates	50 days	3/29/2014	5/17/2014
377	1.5.5.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
378	1.5.5.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014



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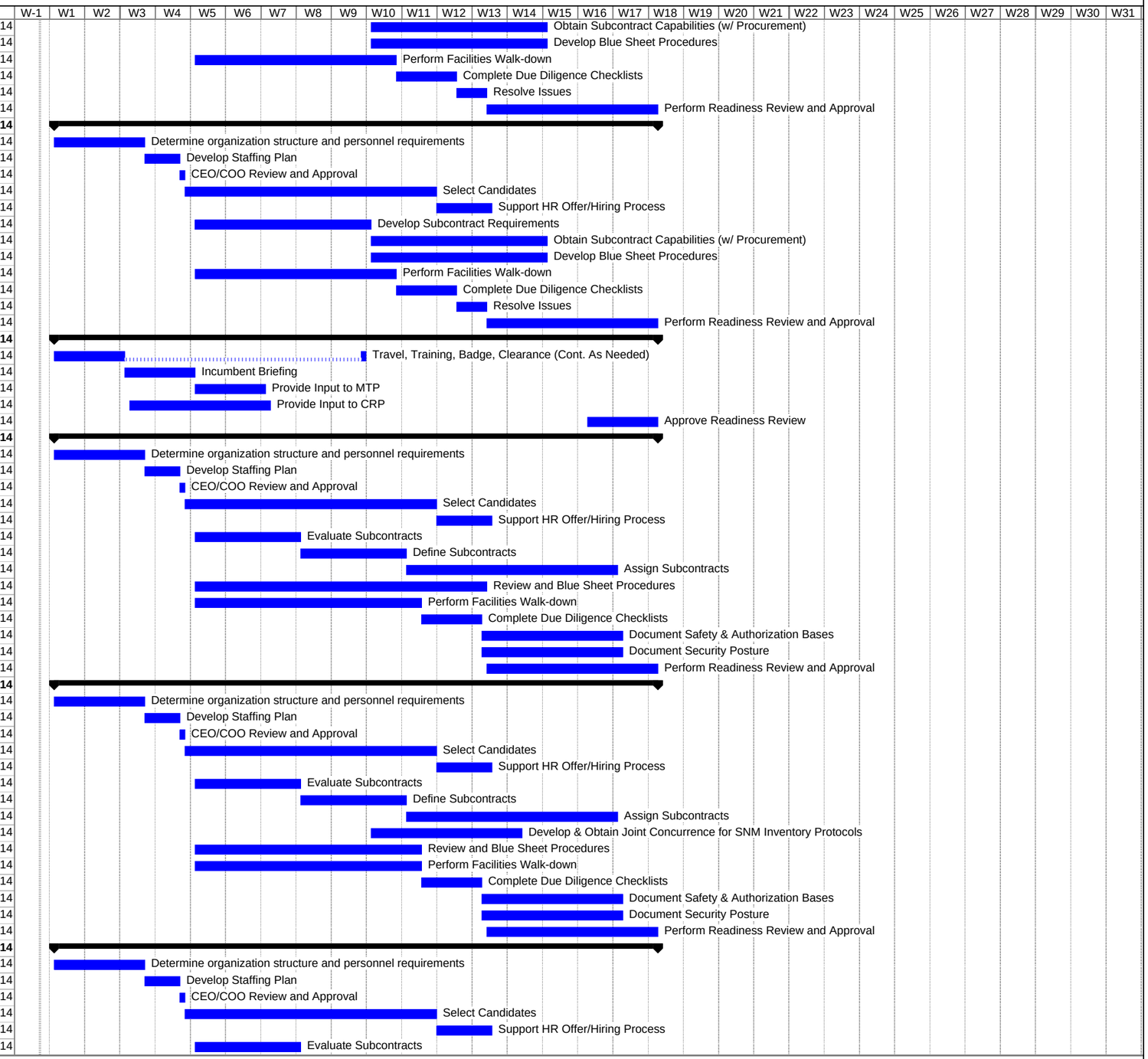
ID	WBS	Task Name	Duration	Start	Finish
379	1.5.5.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
380	1.5.5.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
381	1.5.5.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
382	1.5.5.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
383	1.5.5.11	Resolve Issues	6 days	5/22/2014	5/27/2014
384	1.5.5.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
385	**1.5.6**	**Research and Development**	**120 days**	**3/3/2014**	**6/30/2014**
386	1.5.6.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
387	1.5.6.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
388	1.5.6.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
389	1.5.6.4	Select Candidates	50 days	3/29/2014	5/17/2014
390	1.5.6.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
391	1.5.6.6	Develop Subcontract Requirements	35 days	3/31/2014	5/4/2014
392	1.5.6.7	Obtain Subcontract Capabilities (w/ Procurement)	35 days	5/5/2014	6/8/2014
393	1.5.6.8	Develop Blue Sheet Procedures	35 days	5/5/2014	6/8/2014
394	1.5.6.9	Perform Facilities Walk-down	40 days	3/31/2014	5/9/2014
395	1.5.6.10	Complete Due Diligence Checklists	12 days	5/10/2014	5/21/2014
396	1.5.6.11	Resolve Issues	6 days	5/22/2014	5/27/2014
397	1.5.6.12	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
398	**1.6**	**Uranium Operations**	**120 days**	**3/3/2014**	**6/30/2014**
399	1.6	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
400	1.6	Incumbent Briefing	14 days	3/17/2014	3/30/2014
401	1.6	Provide Input to MTP	14 days	3/31/2014	4/13/2014
402	1.6	Provide Input to CRP	28 days	3/18/2014	4/14/2014
403	1.6	Approve Readiness Review	14 days	6/17/2014	6/30/2014
404	**1.6.1**	**Enriched Uranium Operations**	**120 days**	**3/3/2014**	**6/30/2014**
405	1.6.1.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
406	1.6.1.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
407	1.6.1.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
408	1.6.1.4	Select Candidates	50 days	3/29/2014	5/17/2014
409	1.6.1.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
410	1.6.1.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
411	1.6.1.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
412	1.6.1.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
413	1.6.1.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
414	1.6.1.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
415	1.6.1.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
416	1.6.1.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
417	1.6.1.14	Document Security Posture	28 days	5/27/2014	6/23/2014
418	1.6.1.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
419	**1.6.2**	**Special Nuclear Materials Operations**	**120 days**	**3/3/2014**	**6/30/2014**
420	1.6.2.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
421	1.6.2.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
422	1.6.2.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
423	1.6.2.4	Select Candidates	50 days	3/29/2014	5/17/2014
424	1.6.2.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
425	1.6.2.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
426	1.6.2.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
427	1.6.2.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
428	1.6.2.9	Develop & Obtain Joint Concurrence for SNM Inventory Protocols	30 days	5/5/2014	6/3/2014
429	1.6.2.10	Review and Blue Sheet Procedures	45 days	3/31/2014	5/14/2014
430	1.6.2.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
431	1.6.2.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
432	1.6.2.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
433	1.6.2.14	Document Security Posture	28 days	5/27/2014	6/23/2014
434	1.6.2.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
435	**1.6.3**	**UPF Operator's Representative**	**120 days**	**3/3/2014**	**6/30/2014**
436	1.6.3.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
437	1.6.3.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
438	1.6.3.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
439	1.6.3.4	Select Candidates	50 days	3/29/2014	5/17/2014
440	1.6.3.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
441	1.6.3.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014



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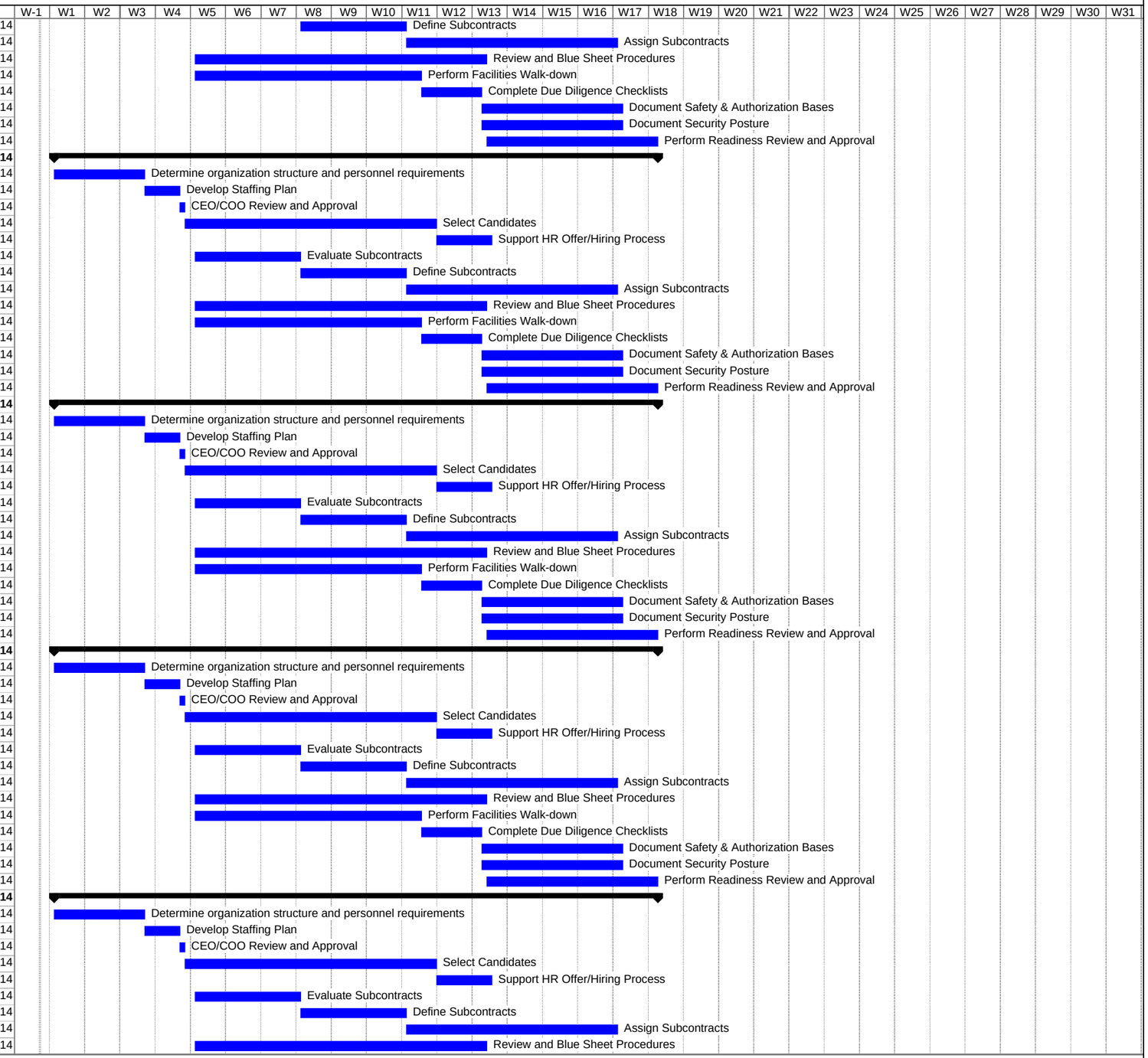
ID	WBS	Task Name	Duration	Start	Finish
442	1.6.3.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
443	1.6.3.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
444	1.6.3.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
445	1.6.3.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
446	1.6.3.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
447	1.6.3.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
448	1.6.3.14	Document Security Posture	28 days	5/27/2014	6/23/2014
449	1.6.3.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
450	**1.6.4**	**General Manufacturing and Tooling**	**120 days**	**3/3/2014**	**6/30/2014**
451	1.6.4.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
452	1.6.4.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
453	1.6.4.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
454	1.6.4.4	Select Candidates	50 days	3/29/2014	5/17/2014
455	1.6.4.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
456	1.6.4.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
457	1.6.4.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
458	1.6.4.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
459	1.6.4.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
460	1.6.4.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
461	1.6.4.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
462	1.6.4.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
463	1.6.4.14	Document Security Posture	28 days	5/27/2014	6/23/2014
464	1.6.4.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
465	**1.6.5**	**Production and Planning Control**	**120 days**	**3/3/2014**	**6/30/2014**
466	1.6.5.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
467	1.6.5.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
468	1.6.5.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
469	1.6.5.4	Select Candidates	50 days	3/29/2014	5/17/2014
470	1.6.5.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
471	1.6.5.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
472	1.6.5.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
473	1.6.5.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
474	1.6.5.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
475	1.6.5.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
476	1.6.5.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
477	1.6.5.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
478	1.6.5.14	Document Security Posture	28 days	5/27/2014	6/23/2014
479	1.6.5.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
480	**1.6.6**	**Assembly/Disassembly Operations**	**120 days**	**3/3/2014**	**6/30/2014**
481	1.6.6.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
482	1.6.6.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
483	1.6.6.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
484	1.6.6.4	Select Candidates	50 days	3/29/2014	5/17/2014
485	1.6.6.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
486	1.6.6.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
487	1.6.6.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
488	1.6.6.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
489	1.6.6.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
490	1.6.6.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
491	1.6.6.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
492	1.6.6.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
493	1.6.6.14	Document Security Posture	28 days	5/27/2014	6/23/2014
494	1.6.6.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
495	**1.6.7**	**Special Materials Operations**	**120 days**	**3/3/2014**	**6/30/2014**
496	1.6.7.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
497	1.6.7.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
498	1.6.7.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
499	1.6.7.4	Select Candidates	50 days	3/29/2014	5/17/2014
500	1.6.7.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
501	1.6.7.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
502	1.6.7.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
503	1.6.7.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
504	1.6.7.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014



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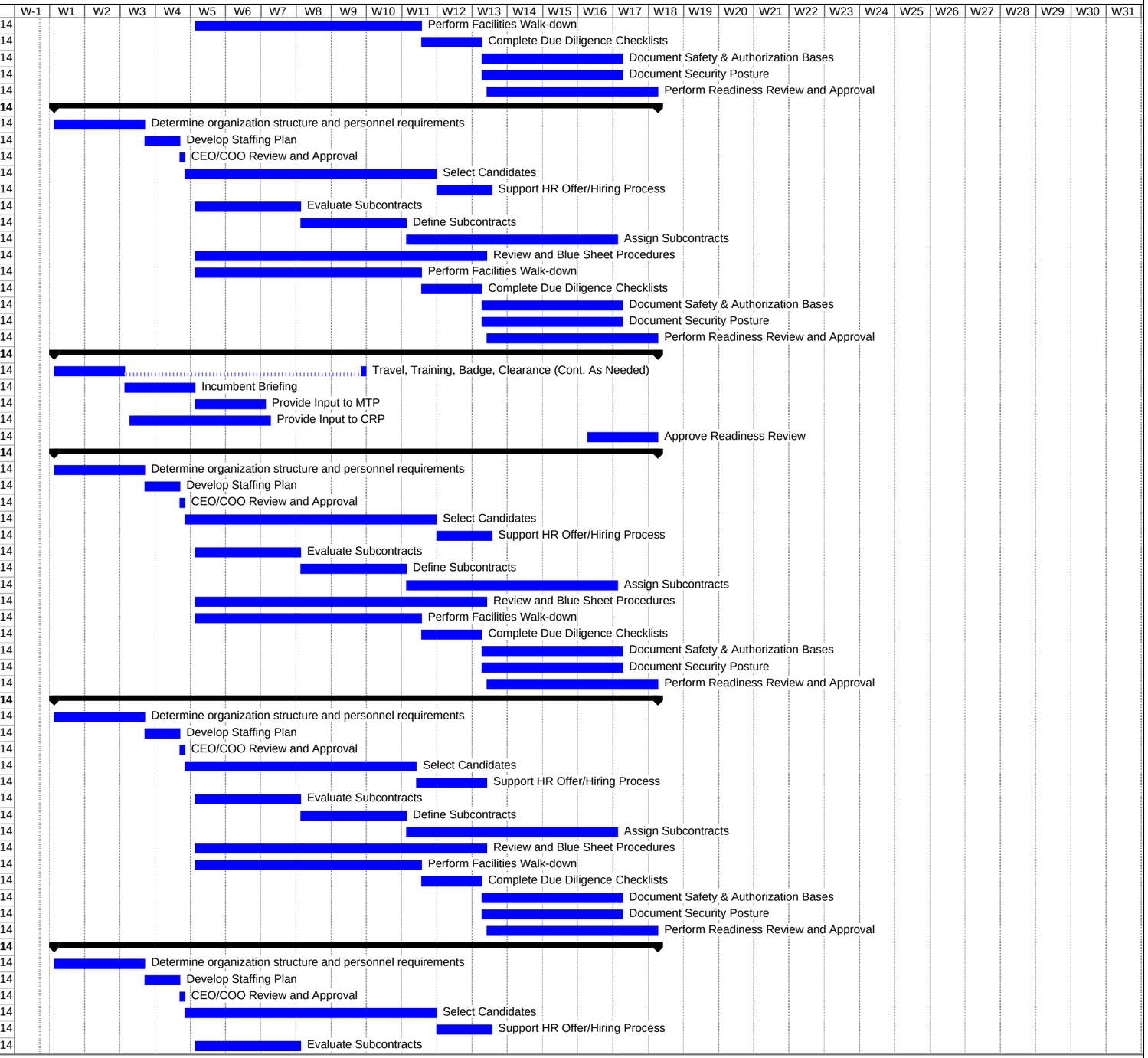
ID	WBS	Task Name	Duration	Start	Finish
505	1.6.7.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
506	1.6.7.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
507	1.6.7.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
508	1.6.7.14	Document Security Posture	28 days	5/27/2014	6/23/2014
509	1.6.7.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
510	**1.6.8**	**Process Engineering**	**120 days**	**3/3/2014**	**6/30/2014**
511	1.6.8.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
512	1.6.8.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
513	1.6.8.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
514	1.6.8.4	Select Candidates	50 days	3/29/2014	5/17/2014
515	1.6.8.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
516	1.6.8.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
517	1.6.8.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
518	1.6.8.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
519	1.6.8.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
520	1.6.8.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
521	1.6.8.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
522	1.6.8.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
523	1.6.8.14	Document Security Posture	28 days	5/27/2014	6/23/2014
524	1.6.8.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
525	**1.7**	**Weapons Assembly/Disassembly**	**120 days**	**3/3/2014**	**6/30/2014**
526	1.7	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
527	1.7	Incumbent Briefing	14 days	3/17/2014	3/30/2014
528	1.7	Provide Input to MTP	14 days	3/31/2014	4/13/2014
529	1.7	Provide Input to CRP	28 days	3/18/2014	4/14/2014
530	1.7	Approve Readiness Review	14 days	6/17/2014	6/30/2014
531	**1.7.1**	**Assembly/Disassembly Operations**	**120 days**	**3/3/2014**	**6/30/2014**
532	1.7.1.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
533	1.7.1.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
534	1.7.1.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
535	1.7.1.4	Select Candidates	50 days	3/29/2014	5/17/2014
536	1.7.1.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
537	1.7.1.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
538	1.7.1.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
539	1.7.1.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
540	1.7.1.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
541	1.7.1.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
542	1.7.1.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
543	1.7.1.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
544	1.7.1.14	Document Security Posture	28 days	5/27/2014	6/23/2014
545	1.7.1.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
546	**1.7.2**	**Explosives Operations and Technology**	**120 days**	**3/3/2014**	**6/30/2014**
547	1.7.2.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
548	1.7.2.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
549	1.7.2.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
550	1.7.2.4	Select Candidates	46 days	3/29/2014	5/13/2014
551	1.7.2.5	Support HR Offer/Hiring Process	14 days	5/14/2014	5/27/2014
552	1.7.2.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
553	1.7.2.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
554	1.7.2.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
555	1.7.2.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
556	1.7.2.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
557	1.7.2.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
558	1.7.2.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
559	1.7.2.14	Document Security Posture	28 days	5/27/2014	6/23/2014
560	1.7.2.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
561	**1.7.3**	**Production and Planning Control**	**120 days**	**3/3/2014**	**6/30/2014**
562	1.7.3.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
563	1.7.3.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
564	1.7.3.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
565	1.7.3.4	Select Candidates	50 days	3/29/2014	5/17/2014
566	1.7.3.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
567	1.7.3.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014



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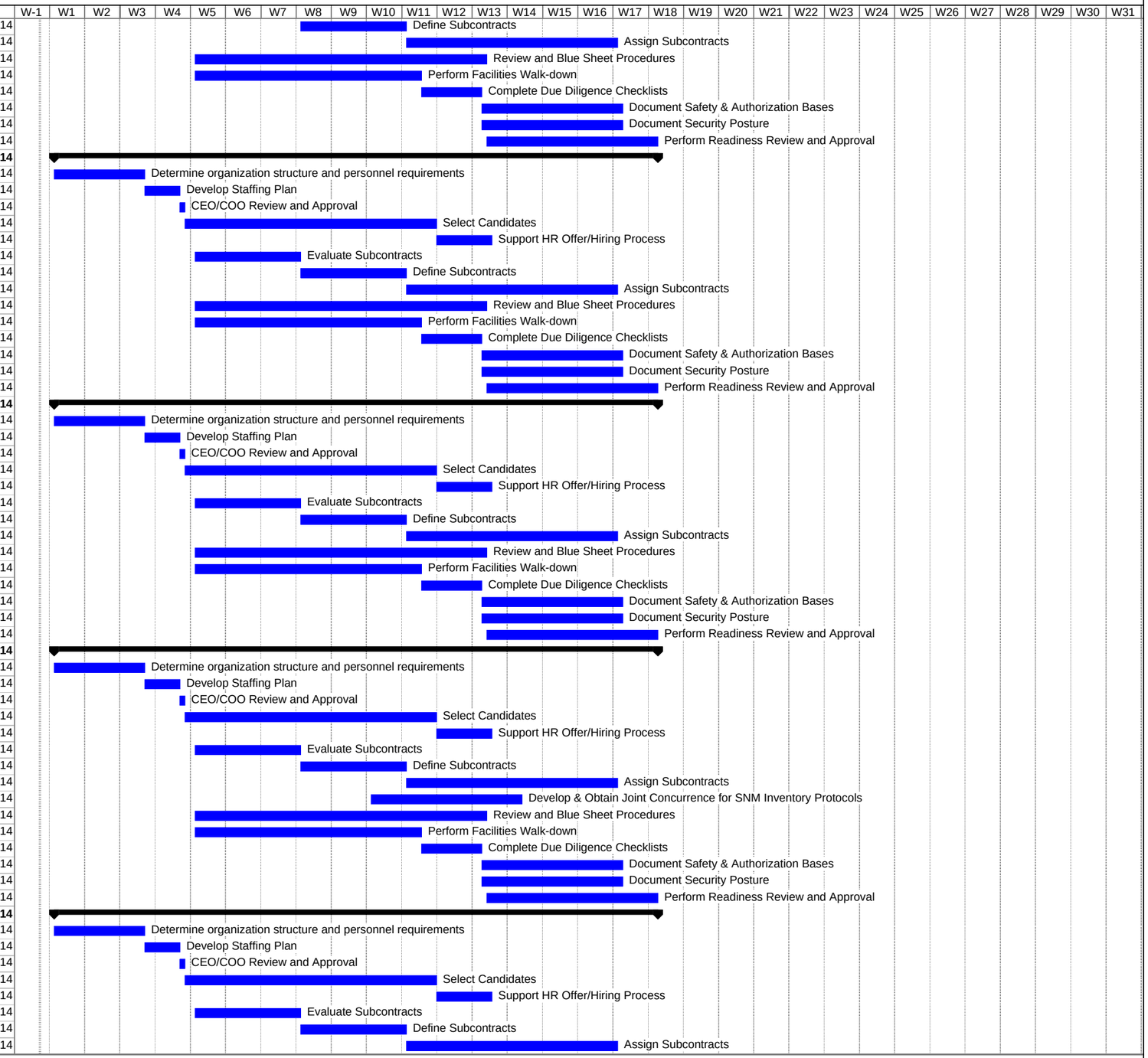
ID	WBS	Task Name	Duration	Start	Finish
568	1.7.3.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
569	1.7.3.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
570	1.7.3.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
571	1.7.3.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
572	1.7.3.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
573	1.7.3.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
574	1.7.3.14	Document Security Posture	28 days	5/27/2014	6/23/2014
575	1.7.3.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
576	**1.7.4**	**General Manufacturing and Tooling**	**120 days**	**3/3/2014**	**6/30/2014**
577	1.7.4.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
578	1.7.4.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
579	1.7.4.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
580	1.7.4.4	Select Candidates	50 days	3/29/2014	5/17/2014
581	1.7.4.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
582	1.7.4.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
583	1.7.4.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
584	1.7.4.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
585	1.7.4.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
586	1.7.4.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
587	1.7.4.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
588	1.7.4.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
589	1.7.4.14	Document Security Posture	28 days	5/27/2014	6/23/2014
590	1.7.4.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
591	**1.7.5**	**Nondestructive Evaluation**	**120 days**	**3/3/2014**	**6/30/2014**
592	1.7.5.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
593	1.7.5.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
594	1.7.5.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
595	1.7.5.4	Select Candidates	50 days	3/29/2014	5/17/2014
596	1.7.5.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
597	1.7.5.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
598	1.7.5.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
599	1.7.5.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
600	1.7.5.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
601	1.7.5.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
602	1.7.5.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
603	1.7.5.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
604	1.7.5.14	Document Security Posture	28 days	5/27/2014	6/23/2014
605	1.7.5.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
606	**1.7.6**	**Special Nuclear Material Operations**	**120 days**	**3/3/2014**	**6/30/2014**
607	1.7.6.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
608	1.7.6.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
609	1.7.6.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
610	1.7.6.4	Select Candidates	50 days	3/29/2014	5/17/2014
611	1.7.6.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
612	1.7.6.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
613	1.7.6.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
614	1.7.6.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014
615	1.7.6.9	Develop & Obtain Joint Concurrence for SNM Inventory Protocols	30 days	5/5/2014	6/3/2014
616	1.7.6.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
617	1.7.6.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
618	1.7.6.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
619	1.7.6.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
620	1.7.6.14	Document Security Posture	28 days	5/27/2014	6/23/2014
621	1.7.6.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
622	**1.7.7**	**Process Engineering**	**120 days**	**3/3/2014**	**6/30/2014**
623	1.7.7.1	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
624	1.7.7.2	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
625	1.7.7.3	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
626	1.7.7.4	Select Candidates	50 days	3/29/2014	5/17/2014
627	1.7.7.5	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
628	1.7.7.6	Evaluate Subcontracts	21 days	3/31/2014	4/20/2014
629	1.7.7.7	Define Subcontracts	21 days	4/21/2014	5/11/2014
630	1.7.7.8	Assign Subcontracts	42 days	5/12/2014	6/22/2014



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ID	WBS	Task Name	Duration	Start	Finish
631	1.7.7.10	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
632	1.7.7.11	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
633	1.7.7.12	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
634	1.7.7.13	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
635	1.7.7.14	Document Security Posture	28 days	5/27/2014	6/23/2014
636	1.7.7.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
637	**1.8**	**Safeguards and Security**	**120 days**	**3/3/2014**	**6/30/2014**
638	1.8	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	6/3/2014
639	1.8	Incumbent Briefing	14 days	3/17/2014	3/30/2014
640	1.8	Provide Input to MTP	14 days	3/31/2014	4/13/2014
641	1.8	Provide Input to CRP	28 days	3/18/2014	4/14/2014
642	1.8	Approve Readiness Review	14 days	6/17/2014	6/30/2014
643	**1.8.1**	**Security Operations**	**120 days**	**3/3/2014**	**6/30/2014**
644	1.8.1.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
645	1.8.1.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
646	1.8.1.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
647	1.8.1.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
648	1.8.1.5	Participate in Facility Walk-downs as Applicable	45 days	3/31/2014	5/14/2014
649	1.8.1.6	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
650	1.8.1.8	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
651	1.8.1.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
652	1.8.1.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
653	1.8.1.11	Select Candidates	50 days	3/29/2014	5/17/2014
654	1.8.1.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
655	1.8.1.13	Review/Revise/Adopt Processes	42 days	4/16/2014	5/27/2014
656	1.8.1.14	Document Security Posture	20 days	5/8/2014	5/27/2014
657	1.8.1.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
658	**1.8.2**	**Safeguards**	**120 days**	**3/3/2014**	**6/30/2014**
659	1.8.2.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
660	1.8.2.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
661	1.8.2.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
662	1.8.2.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
663	1.8.2.5	Participate in Facility Walk-downs as Applicable	45 days	3/31/2014	5/14/2014
664	1.8.2.6	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
665	1.8.2.8	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
666	1.8.2.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
667	1.8.2.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
668	1.8.2.11	Select Candidates	50 days	3/29/2014	5/17/2014
669	1.8.2.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
670	1.8.2.13	Review/Revise/Adopt Processes	42 days	4/16/2014	5/27/2014
671	1.8.2.14	Document Security Posture	20 days	5/8/2014	5/27/2014
672	1.8.2.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
673	**1.8.3**	**Program Management**	**120 days**	**3/3/2014**	**6/30/2014**
674	1.8.3.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
675	1.8.3.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
676	1.8.3.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
677	1.8.3.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
678	1.8.3.5	Participate in Facility Walk-downs as Applicable	45 days	3/31/2014	5/14/2014
679	1.8.3.6	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
680	1.8.3.8	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
681	1.8.3.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
682	1.8.3.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
683	1.8.3.11	Select Candidates	50 days	3/29/2014	5/17/2014
684	1.8.3.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
685	1.8.3.13	Review/Revise/Adopt Processes	42 days	4/16/2014	5/27/2014
686	1.8.3.14	Document Security Posture	20 days	5/8/2014	5/27/2014
687	1.8.3.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
688	**1.8.4**	**Emergency Services**	**120 days**	**3/3/2014**	**6/30/2014**
689	1.8.4.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
690	1.8.4.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
691	1.8.4.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
692	1.8.4.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
693	1.8.4.5	Participate in Facility Walk-downs as Applicable	45 days	3/31/2014	5/14/2014

Control Schedule

Y-12_Pantex Transition Schedule

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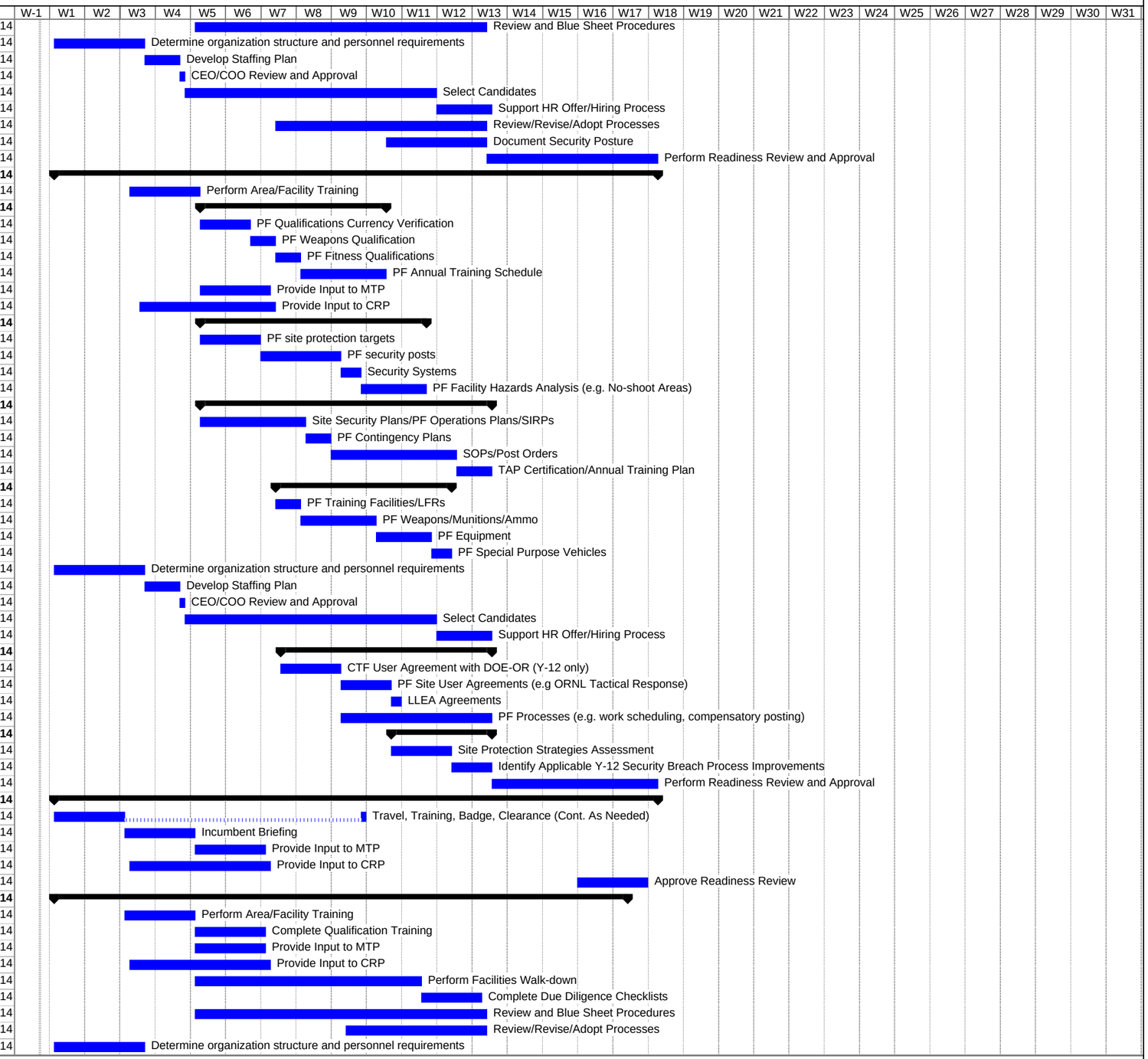
Revision 7

ID	WBS	Task Name	Duration	Start	Finish
694	1.8.4.6	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
695	1.8.4.8	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
696	1.8.4.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
697	1.8.4.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
698	1.8.4.11	Select Candidates	50 days	3/29/2014	5/17/2014
699	1.8.4.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
700	1.8.4.13	Review/Revise/Adopt Processes	42 days	4/16/2014	5/27/2014
701	1.8.4.14	Document Security Posture	20 days	5/8/2014	5/27/2014
702	1.8.4.15	Perform Readiness Review and Approval	34 days	5/28/2014	6/30/2014
703	**1.8.5**	**Protective Force**	**120 days**	**3/3/2014**	**6/30/2014**
704	1.8.5.1	Perform Area/Facility Training	14 days	3/18/2014	3/31/2014
705	**1.8.5.2**	**Complete Qualification Training**	**37 days**	**4/1/2014**	**5/7/2014**
706	1.8.5.2.1	PF Qualifications Currency Verification	10 days	4/1/2014	4/10/2014
707	1.8.5.2.2	PF Weapons Qualification	5 days	4/11/2014	4/15/2014
708	1.8.5.2.3	PF Fitness Qualifications	5 days	4/16/2014	4/20/2014
709	1.8.5.2.4	PF Annual Training Schedule	17 days	4/21/2014	5/7/2014
710	1.8.5.3	Provide Input to MTP	14 days	4/1/2014	4/14/2014
711	1.8.5.4	Provide Input to CRP	27 days	3/20/2014	4/15/2014
712	**1.8.5.5**	**Participate in Facility Walk-downs as Applicable**	**45 days**	**4/1/2014**	**5/15/2014**
713	1.8.5.5.1	PF site protection targets	12 days	4/1/2014	4/12/2014
714	1.8.5.5.2	PF security posts	16 days	4/13/2014	4/28/2014
715	1.8.5.5.3	Security Systems	4 days	4/29/2014	5/2/2014
716	1.8.8.5.4	PF Facility Hazards Analysis (e.g. No-shoot Areas)	13 days	5/3/2014	5/15/2014
717	**1.8.5.6**	**Review and Blue Sheet Procedures**	**58 days**	**4/1/2014**	**5/28/2014**
718	1.8.5.6.1	Site Security Plans/PF Operations Plans/SIRPs	21 days	4/1/2014	4/21/2014
719	1.8.5.6.2	PF Contingency Plans	5 days	4/22/2014	4/26/2014
720	1.8.5.6.3	SOPs/Post Orders	25 days	4/27/2014	5/21/2014
721	1.8.5.6.4	TAP Certification/Annual Training Plan	7 days	5/22/2014	5/28/2014
722	**1.8.5.7**	**Inventory/Acceptance/Transfer of PF Property**	**35 days**	**4/16/2014**	**5/20/2014**
723	1.8.5.7.1	PF Training Facilities/LFRs	5 days	4/16/2014	4/20/2014
724	1.8.5.7.2	PF Weapons/Munitions/Ammo	15 days	4/21/2014	5/5/2014
725	1.8.5.7.3	PF Equipment	11 days	5/6/2014	5/16/2014
726	1.8.5.7.4	PF Special Purpose Vehicles	4 days	5/17/2014	5/20/2014
727	1.8.5.8	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
728	1.8.5.9	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
729	1.8.5.10	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
730	1.8.5.11	Select Candidates	50 days	3/29/2014	5/17/2014
731	1.8.5.12	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
732	**1.8.5.13**	**Review/Revise/Adopt Processes**	**42 days**	**4/17/2014**	**5/28/2014**
733	1.8.5.13.1	CTF User Agreement with DOE-OR (Y-12 only)	12 days	4/17/2014	4/28/2014
734	1.8.5.13.2	PF Site User Agreements (e.g ORNL Tactical Response)	10 days	4/29/2014	5/8/2014
735	1.8.5.13.3	LLEA Agreements	2 days	5/9/2014	5/10/2014
736	1.8.5.13.4	PF Processes (e.g. work scheduling, compensatory posting)	30 days	4/29/2014	5/28/2014
737	**1.8.5.14**	**Document Security Posture**	**20 days**	**5/9/2014**	**5/28/2014**
738	1.8.5.14.1	Site Protection Strategies Assessment	12 days	5/9/2014	5/20/2014
739	1.8.5.14.2	Identify Applicable Y-12 Security Breach Process Improvements	8 days	5/21/2014	5/28/2014
740	1.8.5.15	Perform Readiness Review and Approval	33 days	5/29/2014	6/30/2014
741	**1.9**	**Mission Assurance**	**120 days**	**3/3/2014**	**6/30/2014**
742	1.9	Travel, Training, Badge, Clearance (Cont. As Needed)	15 days	3/3/2014	5/3/2014
743	1.9	Incumbent Briefing	14 days	3/17/2014	3/30/2014
744	1.9	Provide Input to MTP	14 days	3/31/2014	4/13/2014
745	1.9	Provide Input to CRP	28 days	3/18/2014	4/14/2014
746	1.9	Approve Readiness Review	14 days	6/15/2014	6/28/2014
747	**1.9.1**	**Nuclear Facility and High Hazard Operations**	**114 days**	**3/3/2014**	**6/24/2014**
748	1.9.1.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
749	1.9.1.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
750	1.9.1.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
751	1.9.1.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
752	1.9.1.5	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
753	1.9.1.6	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
754	1.9.1.7	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
755	1.9.1.8	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
756	1.9.1.9	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014



Control Schedule

Y-12_Pantex Transition Schedule

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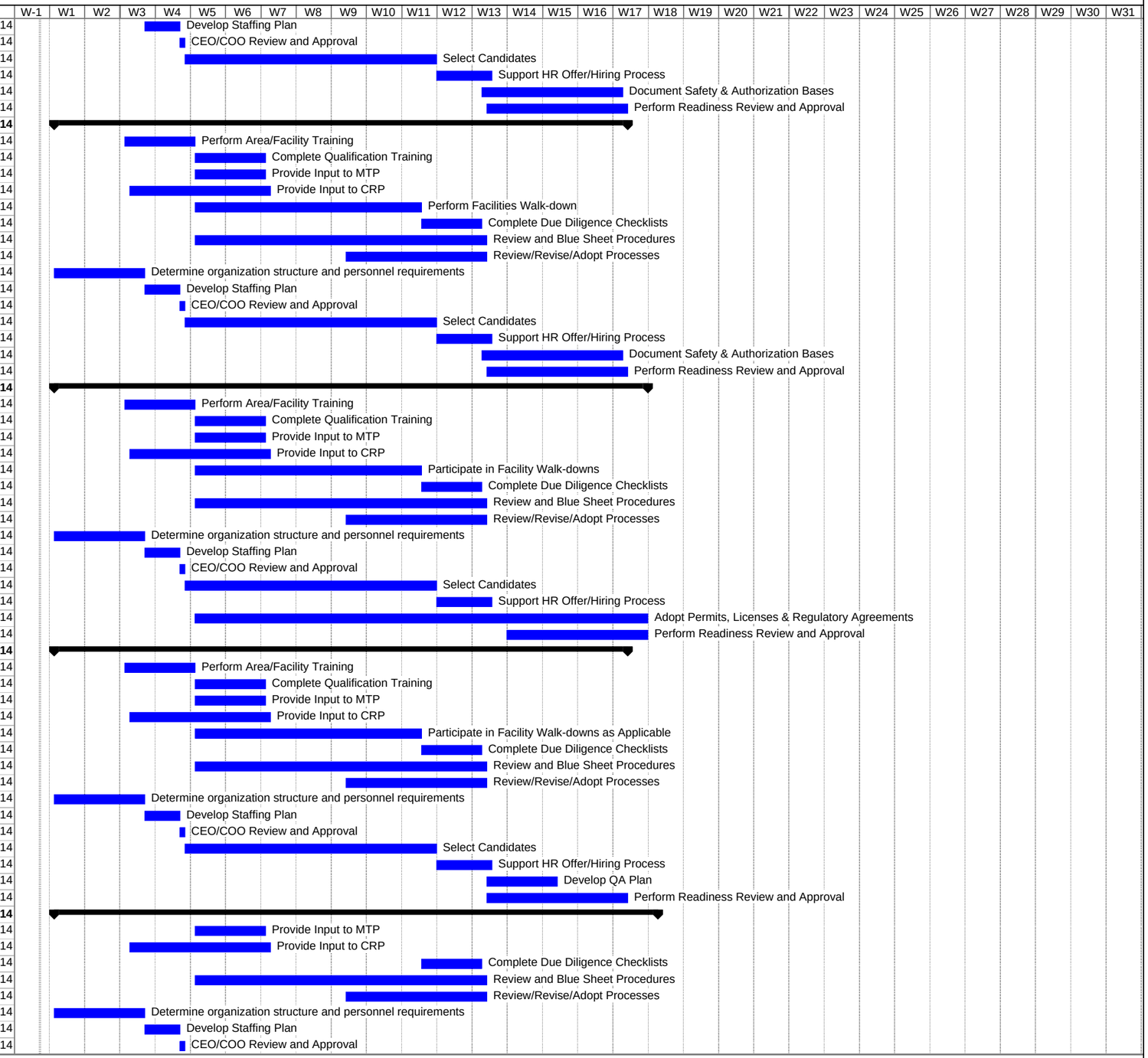
Revision 7

ID	WBS	Task Name	Duration	Start	Finish
757	1.9.1.10	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
758	1.9.1.11	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
759	1.9.1.12	Select Candidates	50 days	3/29/2014	5/17/2014
760	1.9.1.13	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
761	1.9.1.14	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
762	1.9.1.15	Perform Readiness Review and Approval	28 days	5/28/2014	6/24/2014
763	**1.9.2**	**Nuclear and Explosive Safety**	**114 days**	**3/3/2014**	**6/24/2014**
764	1.9.2.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
765	1.9.2.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
766	1.9.2.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
767	1.9.2.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
768	1.9.2.5	Perform Facilities Walk-down	45 days	3/31/2014	5/14/2014
769	1.9.2.6	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
770	1.9.2.7	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
771	1.9.2.8	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
772	1.9.2.9	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
773	1.9.2.10	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
774	1.9.2.11	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
775	1.9.2.12	Select Candidates	50 days	3/29/2014	5/17/2014
776	1.9.2.13	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
777	1.9.2.14	Document Safety & Authorization Bases	28 days	5/27/2014	6/23/2014
778	1.9.2.15	Perform Readiness Review and Approval	28 days	5/28/2014	6/24/2014
779	**1.9.3**	**Environment, Safety and Health**	**118 days**	**3/3/2014**	**6/28/2014**
780	1.9.3.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
781	1.9.3.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
782	1.9.3.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
783	1.9.3.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
784	1.9.3.5	Participate in Facility Walk-downs	45 days	3/31/2014	5/14/2014
785	1.9.3.6	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
786	1.9.3.7	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
787	1.9.3.8	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
788	1.9.3.9	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
789	1.9.3.10	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
790	1.9.3.11	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
791	1.9.3.12	Select Candidates	50 days	3/29/2014	5/17/2014
792	1.9.3.13	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
793	1.9.3.14	Adopt Permits, Licenses & Regulatory Agreements	90 days	3/31/2014	6/28/2014
794	1.9.3.15	Perform Readiness Review and Approval	28 days	6/1/2014	6/28/2014
795	**1.9.4**	**Quality Assurance**	**114 days**	**3/3/2014**	**6/24/2014**
796	1.9.4.1	Perform Area/Facility Training	14 days	3/17/2014	3/30/2014
797	1.9.4.2	Complete Qualification Training	14 days	3/31/2014	4/13/2014
798	1.9.4.3	Provide Input to MTP	14 days	3/31/2014	4/13/2014
799	1.9.4.4	Provide Input to CRP	28 days	3/18/2014	4/14/2014
800	1.9.4.5	Participate in Facility Walk-downs as Applicable	45 days	3/31/2014	5/14/2014
801	1.9.4.6	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
802	1.9.4.7	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
803	1.9.4.8	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
804	1.9.4.9	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
805	1.9.4.10	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
806	1.9.4.11	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
807	1.9.4.12	Select Candidates	50 days	3/29/2014	5/17/2014
808	1.9.4.13	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
809	1.9.4.14	Develop QA Plan	14 days	5/28/2014	6/10/2014
810	1.9.4.15	Perform Readiness Review and Approval	28 days	5/28/2014	6/24/2014
811	**1.9.5**	**Risk Management**	**120 days**	**3/3/2014**	**6/30/2014**
812	1.9.5.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
813	1.9.5.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014
814	1.9.5.3	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
815	1.9.5.4	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
816	1.9.5.5	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
817	1.9.5.6	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
818	1.9.5.7	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
819	1.9.5.8	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014



Control Schedule

Y-12_Pantex Transition Schedule

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Revision 7

ID	WBS	Task Name	Duration	Start	Finish
820	1.9.5.9	Select Candidates	50 days	3/29/2014	5/17/2014
821	1.9.5.10	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
822	1.9.5.11	Establish Risk Management Process	36 days	5/26/2014	6/30/2014
823	1.9.5.12	Develop Risk Register w/ Key Personnel	21 days	5/5/2014	5/25/2014
824	1.9.5.13	Validate Risks & Mitigation Plans	35 days	5/27/2014	6/30/2014
825	**1.9.6**	**Contractor Assurance**	**87 days**	**3/3/2014**	**5/28/2014**
826	1.9.6.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
827	1.9.6.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014
828	1.9.6.3	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
829	1.9.6.4	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
830	1.9.6.5	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
831	1.9.6.6	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
832	1.9.6.7	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
833	1.9.6.8	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
834	1.9.6.9	Select Candidates	50 days	3/29/2014	5/17/2014
835	1.9.6.10	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
836	**1.9.7**	**Internal Audit**	**87 days**	**3/3/2014**	**5/28/2014**
837	1.9.7.1	Provide Input to MTP	14 days	3/31/2014	4/13/2014
838	1.9.7.2	Provide Input to CRP	28 days	3/18/2014	4/14/2014
839	1.9.7.3	Complete Due Diligence Checklists	12 days	5/15/2014	5/26/2014
840	1.9.7.4	Review and Blue Sheet Procedures	58 days	3/31/2014	5/27/2014
841	1.9.7.5	Review/Revise/Adopt Processes	28 days	4/30/2014	5/27/2014
842	1.9.7.6	Determine organization structure and personnel requirements	18 days	3/3/2014	3/20/2014
843	1.9.7.7	Develop Staffing Plan	7 days	3/21/2014	3/27/2014
844	1.9.7.8	CEO/COO Review and Approval	1 day	3/28/2014	3/28/2014
845	1.9.7.9	Select Candidates	50 days	3/29/2014	5/17/2014
846	1.9.7.10	Support HR Offer/Hiring Process	11 days	5/18/2014	5/28/2014
847	1.9.7.11	Develop Audit Plan w/ NNSA	35 days	4/14/2014	5/18/2014
848	**1.10**	**Uranium Processing Facility Transition Project**	**120 days**	**3/3/2014**	**6/30/2014**
849	1.10	Transition Start	0 days	3/3/2014	3/3/2014
850	1.10	Transition Complete	0 days	6/30/2014	6/30/2014
851	**1.10.1**	**UPF Transition Plan (Delv. #1)**	**120 days**	**3/3/2014**	**6/30/2014**
852	1.10.1.1	Submit UPF Transition Plan (Delv. #1 - Due 0d)	0 days	3/3/2014	3/3/2014
853	1.10.1.2	Receive CO Approval	0 days	3/7/2014	3/7/2014
854	1.10.1.3	Maintain Configuration Control	115 days	3/8/2014	6/30/2014
855	**1.10.2**	**UPF Transition Cost Estimate (Delv. #2)**	**120 days**	**3/3/2014**	**6/30/2014**
856	1.10.2.1	Submit UPF Transition Cost Estimate (Delv. #2 - Due 0d)	0 days	3/3/2014	3/3/2014
857	1.10.2.2	Monitor, Report & Control Budget	120 days	3/3/2014	6/30/2014
858	**1.10.3**	**UPF Project Management Plan (Delv. #10)**	**90 days**	**3/3/2014**	**5/31/2014**
859	1.10.3.1	Develop UPF Project Management Plan	90 days	3/3/2014	5/31/2014
860	1.10.3.2	Submit UPF PM Plan (Delv. #10 - Due 90d)	0 days	5/31/2014	5/31/2014
861	**1.10.4**	**UPF Key Personnel Cost Estimate (Delv. #3)**	**0 days**	**3/3/2014**	**3/3/2014**
862	1.10.4.1	Submit UPF Key Personnel Cost Estimate (Delv. #3 - Due 0d)	0 days	3/3/2014	3/3/2014
863	**1.10.5**	**Procurement**	**120 days**	**3/3/2014**	**6/30/2014**
864	1.10.5.1	Develop BNI Subcontract for CLIN II Scope	60 days	3/3/2014	5/1/2014
865	1.10.5.2	Submit for Internal Approval	15 days	4/17/2014	5/1/2014
866	1.10.5.3	CO Approval of BNI Subcontract	30 days	5/2/2014	5/31/2014
867	1.10.5.4	Novate existing UPF Subcontracts to CNS	119 days	3/3/2014	6/29/2014
868	1.10.5.5	Novate existing CNS Subcontracts to BNI	1 day	6/30/2014	6/30/2014
869	1.10.5.6	Government Property DOR for CLIN II Subcontract	30 days	3/3/2014	4/1/2014
870	1.10.5.7	UPF Government Property Inventory	30 days	4/2/2014	5/1/2014
871	1.10.5.8	Prepare Property Occupation Plan	30 days	3/3/2014	4/1/2014
872	1.10.5.9	SF122 Transfer Document - Real Property & Assets	30 days	6/1/2014	6/30/2014
873	**1.10.6**	**O&AS**	**120 days**	**3/3/2014**	**6/30/2014**
874	1.10.6.1	Walkdown of current facilities used by UPF	21 days	3/3/2014	3/23/2014
875	1.10.6.2	Develop lease requirements/assumptions	60 days	3/10/2014	5/8/2014
876	1.10.6.3	Develop Records Requirements for CLIN II Subcontractor	59 days	5/3/2014	6/30/2014
877	**1.10.7**	**IS&T**	**88 days**	**4/2/2014**	**6/28/2014**
878	1.10.7.1	Develop interface Agreement for CLIN II Subcontract	35 days	4/2/2014	5/6/2014
879	1.10.7.2	Develop CNS rates for services provided to CLIN II Subcontractor	60 days	4/30/2014	6/28/2014

Figure 17

Transition Staffing Plan

Consolidated Nuclear Security

Position Information							Week Starting Date (Sunday)																			Total
Position	Company	WBS	Assignment	Grade	Prime Loc		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	FTEs
CLIN 1																										
1.0 - Transition Project (CEO/COO)																										
CEO	Bechtel	1.0	Local	Key1	OR		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			8.5
COO	Bechtel	1.0	TA/BT	Key2	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Admin	Bechtel	1.0	Local	25	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Executive Assistant	Bechtel	1.0	TA/BT	26	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.1 - Transition																										
Manager	Bechtel	1.1	TA/BT	Key	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Manager Transition Spt.	ATK	1.1	TA/BT	1	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Admin - Oak Ridge	Bechtel	1.1	Local	22	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Admin - Pantex	Bechtel	1.1	TA/BT	24	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Transition Leader - Oak Ridge	Bechtel	1.1	Local	31	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Transition Leader - Pantex	Bechtel	1.1	TA/BT	31	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
OA&S Support - Oak Ridge	Bechtel	1.1	TA/BT	25	OR		2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.0
OA&S Support - Amarillo	Bechtel	1.1	BT	27	PX		1	1		0.6		0.6		0.6		0.6		0.6		0.6		0.6		1	0.6	7.8
Document & Records Control - Oak Ridge	Bechtel	1.1	TA/BT	23	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Document & Records Control - Amarillo	Bechtel	1.1	TA/BT	23	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
Project Controls	Bechtel	1.1	TA/BT	27	OR		0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
IT Support - Oak Ridge	Bechtel	1.1	Local	25	OR		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	38.0
IT Support - Amarillo	Bechtel	1.1	Local	25	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.0
1.2 - Transformation																										
Transformation Management																										
Partner	BAH	1.2	BT	1	OR		0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			3.4
Principal	BAH	1.2	TA/BT	2	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Associate	BAH	1.2	TA/BT	5	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Senior Consultant	BAH	1.2	BT	6	OR		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1			1.7
Financial Baseline																										
Senior Associate	BAH	1.2	TA/BT	3	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Associate	BAH	1.2	TA/BT	5	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0			16.0
Information Technology																										
Associate	BAH	1.2	TA/BT	5	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Associate	BAH	1.2	TA/BT	5	PX			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				15.0
Material																										
Senior Associate	BAH	1.2	TA/BT	3	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				15.0
Labor & Organization																										
Senior Associate	BAH	1.2	TA/BT	3	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Lead Associate - Mission	BAH	1.2	TA/BT	4	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Lead Associate - Mission Assurance	BAH	1.2	TA/BT	4	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				15.0
Lead Associate - Mission Support	BAH	1.2	TA/BT	4	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				15.0
Associate - Mission Support	BAH	1.2	TA/BT	5	PX			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2			32.0
1.3 - Program Integration																										
Manager (Key)	Bechtel	1.3	Local/BT	Key4	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.4 - Mission Support																										
Manager (Key)	Lockheed	1.4	TA/BT	Key5	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Administration Rep Sr	Lockheed	1.4	Local	3	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Master Program Planner Sr Stf	Lockheed	1.4	TA/BT	5	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Business Operations Sr Mgr	Lockheed	1.4	TA/BT	6	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Financial Analyst	Lockheed	1.4	TA/BT	2	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0

Position Information							Week Starting Date (Sunday)																		Total
Position	Company	WBS	Assignment	Grade	Prime Loc		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	FTEs
Subcontrct Mgmt Sr Mgr	Lockheed	1.4	TA/BT	6	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.4.1 - Chief Financial Officer																										
CFO (Key)	Bechtel	1.4.1	TA/BT	Key	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Staff - OR support CFO, staffing, MTP, CRP, blue s	Bechtel	1.4.1	TA/BT	27	OR		0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.5
Staff - OR, banking, LOC, Payroll, preexisting cond	Bechtel	1.4.1	Local	28	OR			1	1	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1			26.4
Staff - Amarillo, blue sheets, preexisting conditions	Bechtel	1.4.1	TA/BT	27	PX		0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.5
Cost Model Team/rates/disclosure statement	Bechtel	1.4.1	Local	29/25	OR			1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1			28.0
Reporting/WorkAround Process	Bechtel	1.4.1	TA/BT	29/25	OR			1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1			28.0
IT Finance Resource	Bechtel	1.4.1	Local	27	OR			0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1			14.5
1.4.2 - Project and Facility Management																										
Manager - Facility and Infrastructure	ATK	1.4.2.	TA/BT	2	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Facility Management - Oak Ridge	Bechtel	1.4.2	TA/BT	29	OR				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Facility Management - Amarillo	Bechtel	1.4.2	TA/BT	29	PX				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Project Management	Bechtel	1.4.2	BT	29	OR				0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			7.5
Construction	Bechtel	1.4.2	BT	28	OR				0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			7.5
Project Controls	Bechtel	1.4.2	TA/BT	28	OR				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Project Controls	Bechtel	1.4.2	TA/BT	27	PX				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
1.4.3 - Chief Information Officer																										
CIO	Lockheed	1.4.3	TA/BT	7	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Information Systems Mgr - Oak Ridge	Lockheed	1.4.3	TA/BT	7	OR			0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8			12.0
Business Process Analyst - Oak Ridge	Lockheed	1.4.3	TA/BT	5	OR			0.3	0.3	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7			10.3
Database Administrator - Oak Ridge	Lockheed	1.4.3	TA/BT	4	OR			0.0	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			3.0
Desktop/Admin - Oak Ridge	Lockheed	1.4.3	TA/BT	3	OR			0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3			4.5
Info Systems Mgr (Desktop Svcs) - Oak Ridge	Lockheed	1.4.3	TA/BT	5	OR		0.5	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8			12.5
Catalog/Portal/Asset Inventory - Oak Ridge	Lockheed	1.4.3	TA/BT	5	OR			0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Network Engineering - Oak Ridge	Lockheed	1.4.3	TA/BT	4	OR				0.2	0.2	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.2	0.2	0.2	0.2	0.2			4.6
Software Engineer - Oak Ridge	Lockheed	1.4.3	TA/BT	6	OR						0.3	1	1	1	1	1	1	1	1	1	1	1	1			12.3
Customer Outreach/Inreach - Oak Ridge	Lockheed	1.4.3	TA/BT	4	OR				1.0	1.0	1.0	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Systems Admin - Oak Ridge	Lockheed	1.4.3	TA/BT	6	OR			1	2	2	2	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5			29.0
Engineering Mgr - Oak Ridge	Lockheed	1.4.3	TA/BT	6	OR		0.5	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8			12.5
Information Systems Mgr - Amarillo	Lockheed	1.4.3	TA/BT	7	PX			0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3			4.0
Desktop/Admin - Amarillo	Lockheed	1.4.3	TA/BT	3	PX			0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.0			3.0
Info Systems Mgr (Desktop Svcs) - Amarillo	Lockheed	1.4.3	TA/BT	5	PX			0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3			4.0
Network Engineering - Amarillo	Lockheed	1.4.3	TA/BT	4	PX				0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.0			2.1
Software Engineer - Amarillo	Lockheed	1.4.3	TA/BT	6	PX						0.3	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			6.3
Systems Admin - Amarillo	Lockheed	1.4.3	TA/BT	6	PX				1	1	1	1	1	1	1	1	1	1	1	0.5	0.5	0.5	0.5			13.0
Engineering Mgr - Amarillo	Lockheed	1.4.3	TA/BT	6	PX			0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3			4.0
1.4.4 - Human Resources																										
HR Manager (Key)	Lockheed	1.4.4	TA/BT	Key7	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Admin	Lockheed	1.4.4	Local	3	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.4.4.1 Pay and Benefits	Bechtel	1.4.4.1	TA/BT	28	OR		1	2	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4			58.0
1.4.4.2 CNS Staffing Plan - Oak Ridge	Bechtel	1.4.4.2	TA/BT	27	OR		1	2	5	6	6	6	6	6	6	6	7	7	6	6	6	6	7			95.0
1.4.4.2 CNS Staffing Plan - Amarillo	Bechtel	1.4.4.2	TA/BT	27	PX				2	4	4	4	4	4	4	4	5	5	4	4	4	4	5			61.0
1.4.4.2 Admin	Lockheed	1.4.4.2	Local	3	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.4.4.4 Policy & Procedure	Bechtel	1.4.4.4	TA/BT	27	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
1.4.4.4 Admin	Lockheed	1.4.4.4	Local	3	OR						0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			6.5
1.4.4.5 Labor Relations - Oak Ridge	Lockheed	1.4.4.5	BT	6	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
1.4.4.5 Labor Relations - Amarillo	Lockheed	1.4.4.5	BT	5	PX			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
HR Communications	Bechtel	1.4.4.5	TA/BT	27	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
HR IT Support	Lockheed	1.4.4.5	TA/BT	4	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0

Position Information							Week Starting Date (Sunday)																			Total
Position	Company	WBS	Assignment	Grade	Prime Loc		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	FTEs
HR Communications	Bechtel	1.4.4.5	TA/BT	29	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
HR ROS	Bechtel	1.4.4.5	Local	24	OR			0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			8.0
1.4.5 - Procurement																										
Staff - Oak Ridge	Bechtel	1.4.5	TA/BT	30	OR				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Staff - Amarillo	Bechtel	1.4.5	TA/BT	28	PX				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Property - Oak Ridge	Bechtel	1.4.5	TA/BT	29	OR				1	1	1		1	1	1							1	1			8.0
Property - Amarillo	Bechtel	1.4.5	TA/BT	27	PX				1	1	1		1	1	1							1	1			8.0
1.4.6 - Communications																										
Staff - Oak Ridge	Bechtel	1.4.6	TA/BT	28	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Staff - Amarillo	Bechtel	1.4.6	TA/BT	26	PX		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			8.5
1.4.7 - Prime Contracts																										
Staff	Bechtel	1.4.7	TA/BT	28	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
1.4.8 - Legal																										
Staff	Bechtel	1.4.8	TA/BT	29	OR		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5			25.5
1.5 - Mission Engineering																										
Manager (Key)	Lockheed	1.5	TA/BT	Key8	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Research Engineering Dir	Lockheed	1.5	TA/BT	7	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Mechancial Engineer Sr Mgr	Lockheed	1.5	TA/BT	6	OR		1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2			48.0
Mechanical Engineer Mgr	Lockheed	1.5	TA/BT	5	OR					2	2	2	2	2	1	1	1	1	1	1	1	1				18.0
Mechanical Engineer Stf	Lockheed	1.5	TA/BT	4	OR				2	3	4	4	4	4	4	4	4	4	4	4						45.0
Administration Rep Sr	Lockheed	1.5	TA/BT	3	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
1.6 - Uranium Operations																										
Manager (Key) - Oak Ridge	Bechtel	1.6	Local/BT	Key	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Staff - Oak Ridge	Bechtel	1.6	TA/BT	27	OR						2	2	2	2	2	2	2	2	2	2	2	2	2			26.0
Manager - Ops, F&I, Risk Mgmt	ATK	1.6	TA/BT	3	OR		0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
1.7 - Weapons Assembly/Disassembly																										
Manager (Key) - Amarillo	Lockheed	1.7	TA/BT	Key9	PX		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Staff - Amarillo	Lockheed	1.7	TA/BT	6	PX						2	2	2	2	2	2	2	2	2	2	2	2	2			26.0
Manager - HE, Hazards, F&!, Risk Mgmt	ATK	1.7	TA/BT	4	PX		0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
1.8 - Safeguards and Security																										
Manager - Safeguards and Security	SOC	1.8	TA/BT	29	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Manager - Amarillo	SOC	1.8	TA/BT	29	PX				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Manager - Oak Ridge	SOC	1.8	TA/BT	29	OR				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
Staff - Oak Ridge	SOC	1.8	Local	23	OR															1	1	1	1			4.0
Security Operations Mgr	SOC	1.8.1	Local	26	OR										1	1	1	1	1	1	1	1	1			9.0
Info Sec, Per Sec, CMPC, Cyber Sec, PSS	SOC	1.8.1	Local	26	OR															1	1	1	1			4.0
Security Operations Mgr - Oak Ridge	SOC	1.8.1	Local	27	OR										1	1	1	1	1	1	1	1	1			9.0
Info Sec, Per Sec, CMPC, Cyber Sec, PSS	SOC	1.8.1	Local	26	OR										1	1	1	1	1	2	2	2	2			13.0
Safeguards Staff (MC&A, NMMSS)	SOC	1.8.2	Local	27	OR										1	1	1	1	1	1	1	2	2			11.0
Safeguards Staff - Oak Ridge (MC&A, NMMSS)	SOC	1.8.2	Local	27	OR										1	1	1	1	1	1	1	2	2			11.0
S&S Program Management	SOC	1.8.3	Local	29	OR										1	1	1	1	1	1	1	1	1			9.0
SSPs/VAs, Surveys, ISSM, Security Projects	SOC	1.8.3	Local	26	OR										0	0	0	0	1	1	1	1	1			5.0
S&S Program Management - Oak Ridge	SOC	1.8.3	Local	29	OR								1	1	1	1	1	1	1	1	1	1	1			11.0
SSPs/VAs, Surveys, ISSM, Security Projects	SOC	1.8.3	Local	26	OR													1	1	1	1	2	2			8.0
Emergency Services Staff - Amarillo	SOC	1.8.4	Local	26	PX													0.5	0.5	1	1	1	1			5.0
Emergency Services Staff - Oak Ridge	SOC	1.8.4	Local	26	OR													0.5	0.5	1	1	1	1			5.0
Protective Force Manager - Amarillo	SOC	1.8.5	Local	28	PX						1	1	1	1	1	1	1	1	1	1	1	1	1			13.0
Protective Force Staff - Amarillo	SOC	1.8.5	Local	25	PX									1	1	1	1	1	1	1	1	1	1			10.0
Protective Force Manager - Oak Ridge	SOC	1.8.5	TA/BT	28	OR						1	1	1	1	1	1	1	1	1	1	1	1	1			13.0
Protective Force Staff - Oak Ridge	SOC	1.8.5	Local	25	OR									1	1	1	1	1	1	2	2	2	2			14.0

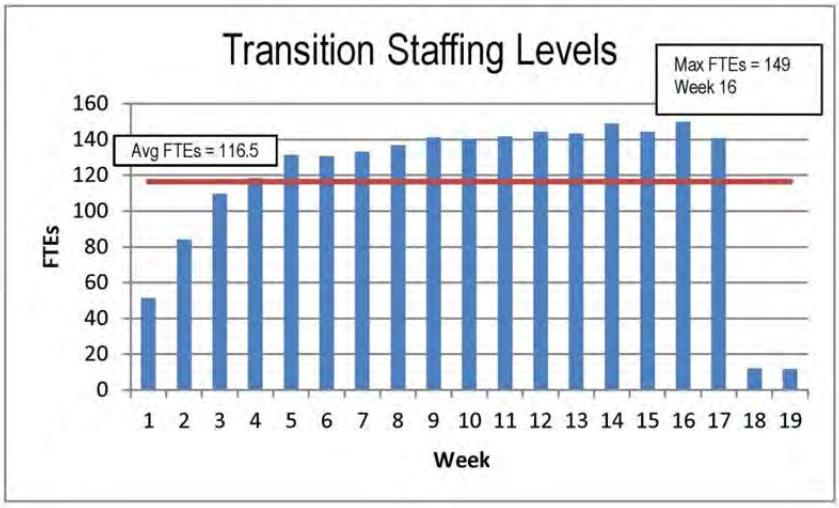
Position Information							Week Starting Date (Sunday)																			Total
Position	Company	WBS	Assignment	Grade	Prime Loc		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	FTEs
1.9 - Mission Assurance																										
Manager (Key)	Bechtel	1.9	Local	Key11	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Admin	Bechtel	1.9	Local	21	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
1.9.1 - Nuclear Facility and High Hazard Operations																										
Staff	Bechtel	1.9.1	BT	28	OR				0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			7.5
1.9.2 -Nuclear and Explosive Safety																										
Staff	Bechtel	1.9.2	TA/BT	27	PX				0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1			13.0
1.9.3 - Environment, Safety and Health																										
Staff - Oak Ridge	Bechtel	1.9.3	TA/BT	30	OR				1	1	1	1	1	1	1	1	1	1	1	2	2	2	2			19.0
Staff - Amarillo	Bechtel	1.9.3	BT	27	PX						1	1	1	1	1	1	1	1	1	1	1	1	1			13.0
Manager	ATK	1.9.3	TA/BT	5	OR		0.5	0.5	0.5	1	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5			22.0
1.9.4 - Quality Assurance																										
Staff - Oak Ridge	Bechtel	1.9.4	TA/BT	27	OR				1	1	2	2	2	2	2	2	2	2	2	2	2	2	2			28.0
Staff - Amarillo	Bechtel	1.9.4	TA/BT	27	PX				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
1.9.5 - Risk Management																										
Staff	Bechtel	1.9.5	BT	28	OR						0.5	0.5	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			5.0
1.9.6 - Contractor Assurance																										
Staff	Bechtel	1.9.6	TA/BT	27	OR				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			15.0
1.9.7 - Internal Audit																										
Staff	Bechtel	1.9.7	Local	26	OR						0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			6.5
CLIN 2 - OPTION																										
1.10 - UPF																										
Manager (Key)	Bechtel	1.10	TA/BT	Key	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Transition Manager	Bechtel	1.10	TA/BT	28	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
Project Manager	Bechtel	1.10	Local	30	OR		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1			1.7
Construction Field Engineer	Bechtel	1.10	Local	27	OR				0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			7.5
Procurement Specialist	Bechtel	1.10	Local	25	OR				0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			7.5
Information Technology Specialist	Bechtel	1.10	Local	24					0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			3.0
Proj Controls/HR/Support	Bechtel	1.10	TA/BT	25	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Contracts Specialist	Bechtel	1.10	TA/BT	27	OR			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			16.0
Admin	Bechtel	1.10	Local	21	OR		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			17.0
					CLIN 1	Total FTE's	51.3	84.1	109.7	118.5	131.4	130.8	133.2	136.8	141.2	140.2	141.6	144.2	142.4	148.0	143.4	149.0	140.7	12.0	11.6	2210.0
						Bechtel	28.5	41.1	59.1	63.5	68.4	67.0	68.4	70.0	69.4	68.5	69.9	70.5	67.9	69.5	68.9	71.5	70.5	12.0	11.6	1116.2
						ATK	3.5	3.5	3.5	4.0	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	0.0	0.0	86.0
						BAH	4.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	13.3	8.3	0.0	0.0	212.1
						Lockheed M	14.0	25.2	30.8	34.7	39.2	40.0	40.0	40.0	39.0	38.9	38.9	38.9	38.7	37.7	33.7	33.7	31.4	0.0	0.0	594.7
						SOC	1.0	1.0	3.0	3.0	5.0	5.0	6.0	8.0	14.0	14.0	14.0	16.0	17.0	22.0	22.0	25.0	25.0	0.0	0.0	201.0
						Total	51.3	84.1	109.7	118.5	131.4	130.8	133.2	136.8	141.2	140.2	141.6	144.2	142.4	148.0	143.4	149.0	140.7	12.0	11.6	2210.0
						OR	41.8	69.1	86.0	92.3	100.9	100.6	102.1	104.1	109.1	108.6	109.6	111.1	110.9	115.9	111.9	115.9	109.5	7.0	7.0	
						PX	9.5	15.0	23.7	26.2	30.5	30.2	31.1	32.7	32.1	31.7	32.0	33.1	31.5	32.1	31.5	33.1	31.3	5.0	4.6	
					CLIN 2	Total FTE's	3.1	5.1	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	0.0	0.0	102.7
						Bechtel	3.1	5.1	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	0.0	0.0	102.7
						ATK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
						BAH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
						Lockheed M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
						SOC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
						Total	3.1	5.1	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	0.0	0.0	102.7
						OR	3	5	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	0	0	
						PX	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Figure 18

Transition Staffing Curve

Consolidated Nuclear Security

Transition Staffing Levels
Max FTEs = 149
Week 16
Avg FTEs = 116.5
FTEs
160
140
120
100
80
60
40
20
0
0
5
10
15
20
Week


Transition Staffing Levels
Max FTEs = 149
Week 16
Avg FTEs = 116.5
FTEs
160
140
120
100
80
60
40
20
0
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
Week

Appendix A

Pantex/Y-12
Transition Communications Plan

March 3, 2014

Consolidated Nuclear Security

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1. Situation

When Consolidated Nuclear Security, LLC (CNS) wins the Y-12/Pantex bid, many commitments made in the proposal will need to be executed quickly. Some of these commitments may not be perceived favorably by current employees or communities. CNS will need to communicate quickly, accurately, and honestly to inform employees and stakeholders of these changes.

2. Purpose

The purpose of this plan is to establish an internal and external communications strategy for all matters affecting the Y-12/Pantex transition.

CNS is committed to an efficient, orderly, seamless, and successful transition. To accomplish this, the transition must

- Enable the completion of transition activities so CNS can assume full responsibility for Y-12/Pantex
- Minimize disruption/impact to the workforce so that the transition can be achieved in compliance with all safety, security, and environmental requirements

Consistent and effective communication will be critical for a smooth transition. Internal and external entities affected by the transition will receive consistent, factual information so they will understand the purpose and activities of the transition. Communications will also help employees understand their role in supporting the transition and ensure that they are informed and understand the reasons for the changes. Early, honest, and open communications will help alleviate employee anxiety over the uncertainty associated with contract turnovers.

The integrated plan outlined below identifies objectives, audiences, key messages, communication protocol, issue management, and communications tools to be used during the transition. These communications will help the incumbent employees get to know CNS, our values, our plans, and the rationale behind our plans. The communications offices at Y-12 and Pantex will implement the plan jointly, with NNSA concurrence.

3. Background

The Transition Communications Manager (or Lead) will be responsible for implementing the Transition Communications Plan in concurrence with Jim Haynes, President and CEO. Protocol for specific site communications is referenced in the next section. This plan will be finalized after contract award and in coordination with NNSA and the incumbent contractor. Communication managers will be in close coordination with transition managers through the entire transition period. Communications managers will be on the transition team and advise senior management about ways to help the workforce smoothly handle this period of transition while maintaining focus on completing work scope safely. Communications managers will work with designated organizations and experts to ensure accurate and timely messages are crafted, approved, and communicated.

For media interactions, Jim Haynes or his designated communications representative will speak for the company, coordinating with NNSA as appropriate. In Jim's absence, Jim Allen will fill that role.

CNS LLC was formed by the following companies :

- Bechtel
- Lockheed Martin
- ATK
- SOC

If NNSA decides to award the UPF, it will be subcontracted by CNS to BNI and BNI will offer employment to incumbent personnel.

NNSA Goals:

- Improving performance in the completion of national security missions for nuclear production operations;
- Transitioning and merging operations at geographically-dispersed centers of excellence for: nuclear weapon assembly/disassembly; enriched uranium; SNM; high-explosive production; and, tritium supply management under a single Contract;
- Reducing the cost of performing work; and
- Requiring actions that support operation as an integrated DOE/NNSA enterprise.

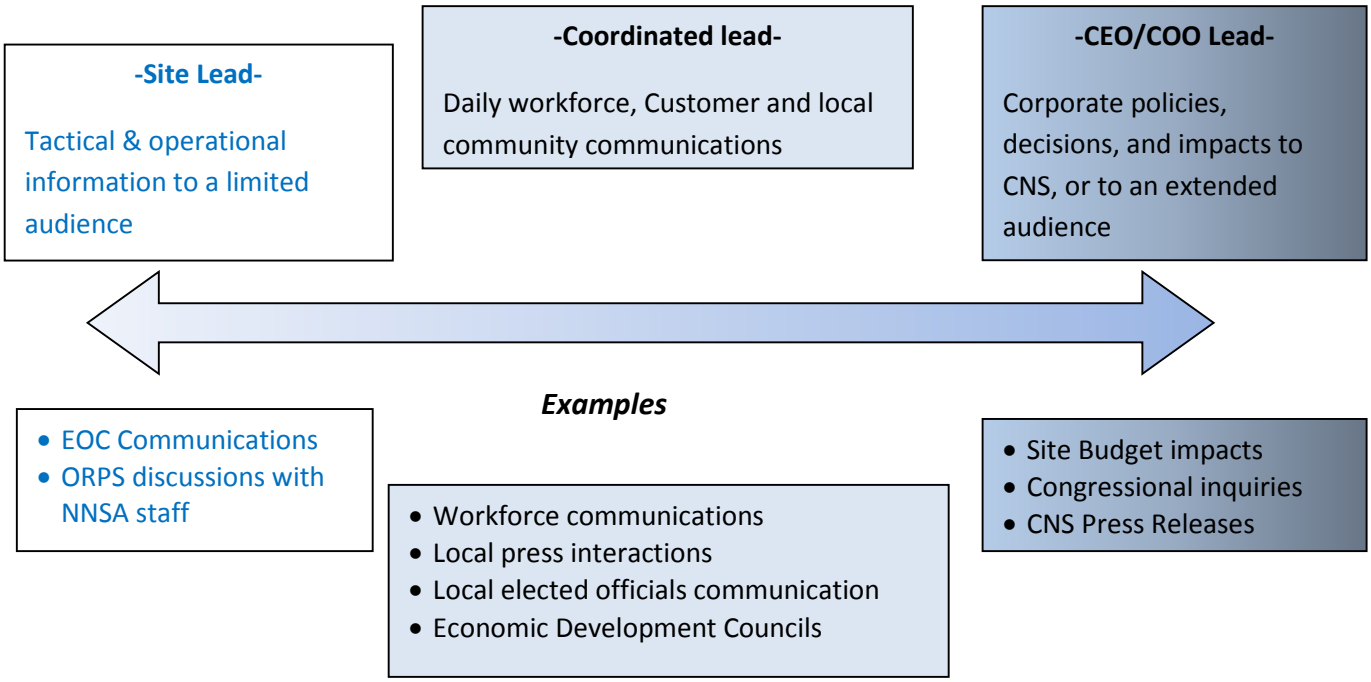
Part of the RFP states that the Contractor shall function as the single integrating contractor for scheduling parts and performing material logistics within the Nuclear Security Enterprise (NSE). The Contractor shall provide a single management structure and interface to the Government for integrating production across the NSE.

This plan will help in the process of aligning employees with the Merger-Transition Plan and creating a culture that highly values continuous process improvements.

4. Site Communications Protocol

There is a spectrum of communication techniques and topics that CNS can utilize to effectively manage communication needs on a daily basis (see figure 1 below).This shows examples of how some topics will be handled but overall communications will be very integrated.

Figure 1
Site Communications



The table below lays out how CNS will address communication needs. For those areas in which the Site Manager has authorization, it is expected that he will engage the Mission Support, Mission Assurance, Mission Engineering, or PIO Managers as needed to develop appropriate responses. By design, the CEO/COO can require their involvement in any communication they deem necessary, but the table below will be used to help guide the local site CNS management and reduce the work load at the CEO/COO level.

Table 1
Communication Matrix

Communication Topic	CEO/COO Signature or Lead role required	CEO/COO concurrence required via telecon or email	Site Manager authorized; CEO/COO informed of communication as soon as practicable	Site Manager authorized communication as a part of routine duties
Responses to Queries:				
• Congressional inquiries/issues	X			
• Regional/National media		X		
• Other Federal Organizations		X		
• Local Media (Program/policy)		X		
• Local Media (Operations focus)			X	

• DNFSB site reports			X	
• Regional Activist Groups			X	
• NNSA questions concerning ORPS reports or site operations				X
• Local Judges/ Mayors				X
• Local Community Organizations				X
• Workforce Questions			X	X
Communication Tools				
• Annual Plans	X			
• Site Environmental Reports	X			
• Any CNS Press release (other than EOC communications)	X			
• CNS Internet data	X			
• Merger-Transition Plans	X			
• Merger-Transition Plan Status				X
• Town-Hall meetings	X			
• Routine External Periodicals (i.e. Pantexan – if continued)		X		
• Routine Internal Periodicals (i.e. Pantex News Letter)				X
• Local intranet workforce communications				X
• All-Hands Meetings				X
• "Showing the Corporate flag" events (representing established CNS views)		X		
• Community Support Events (i.e. BSA Atomic Energy Merit Badge)				X

Proposed Protocols:

- CNS and NNSA will identify points of contact within each organization for specific areas of responsibility. Information will be managed through these points of contact to ensure coordination and consistency.
- CNS and NNSA communications managers will identify jointly applicable communication issues. The entity most involved as subject matter experts will prepare a strategy and/or work product with guidance from the entity's management and submit for review by the communication managers. Once reviewed, the strategy and/or product will be sent to the transition managers for final approval or further approvals.
- CNS will identify communication products required for their respective audiences. These will be approved by internal respective organizations. These products may be shared with the other communications manager but do not necessarily require joint approval, unless transition focused, then coordination is warranted and encouraged.
- The internal individual organizations will handle media interactions concerning their respective areas of responsibility. The communications principals will inform and coordinate with each other on subject matter that impacts the others.

- Each corporate entity is responsible for interaction with governmental affairs as required and/or appropriate. The communication managers will coordinate these interactions with respect to content and scheduling.

For any issues or concerns identified during the transition process, the subject matter experts (i.e. HR Manager, Transition Manager, etc.) will develop a specific and focused communications plan with an emphasis on managing them. The management aspect will involve identifying the factors that are important to gain the consent and/or understanding of the involved parties or to establish compliance with an applicable rule; the barriers or gaps that prevent or compromise that consent, understanding, or compliance; and the activities, actions, and tools to be employed to break down barriers and close gaps. The communications plan will include key messages and essential information to focus on, as well as anticipated questions and answers. Any press release or letter to employees will need to be coordinated with NNSA before release.

Communications Contacts:

Jason Bohne
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MikeReynolds@SOC-USA.com

5. Key Messages for Y-12/Pantex Transition

1. CNS is committed to an orderly and effective transition.
    - The transition will be managed so that CNS does not affect Y-12 and Pantex's ability to meet their mission deliverables.

- All work will be performed in compliance with existing Y-12 and Pantex safety, security, and environmental requirements.

2. Communication is important during the transition and CNS is committed to using all appropriate avenues to keep affected and interested parties informed. We will actively listen to employees (via face-to-face, website, and town hall meetings) and provide feedback.

3. The CNS team brings industry leaders that understand NNSA's mission.
   - Teaming partners have been strategically picked to ensure site integration, cost savings, UPF's success, protection of the mission, and the promotion of innovation.
   - CNS has a leadership team with the right blend of new perspectives, proven approaches, and NNSA knowledge. The team has site knowledge, technical leadership, and experience with high-hazard operations.
   - CNS has extensive experience and knowledge on successfully consolidating and transitioning sites and businesses (proven approach to integrating).
   - CNS will carry out the mission in a safe, secure, reliable, and cost effective manner.
   - CNS is committed to both Oak Ridge and Amarillo communities and has been involved in the communities before.

6. Goals and Tactics

All tactics will be NNSA approved before submittal. CNS will work hand-in-hand with NNSA through the transition on all products and get prior approval before anything is released. Communication with NNSA will be conducted on a daily basis at all levels of management.

Goal 1: Provide timely and accurate information to the workforce to help them get a better understanding of the transition including schedule, mission, and HR related initiatives (benefits, jobs, etc.).

Tactics:

1. Welcome message from Program Manager, Jim Haynes (initial e-mail communication to staff announcing new team, transition plans, schedule, etc.)
2. Bi-weekly message (or more often, as appropriate) from Jim Haynes on transition status, latest updates, etc.
3. External website (outside server and will be a public website) will require staffing to update on a continuous basis – Utilize website to make information, especially human resources information, available in a timely manner as transition progresses. (Simple home page consisting of one screen that has many links that take you to the rest of the site subject areas.)
   a. Home page: Mission or vision statement, newly posted information, links to NNSA, the RFP, and the parent companies websites
   b. Welcome Message from Jim Haynes, President and CEO
   c. Who we are (company information on Bechtel, Lockheed Martin, and other partners with links to corporate sites and include logos, Bechtel history in Oak Ridge and Amarillo, Lockheed Martin history in Oak Ridge)

d. About our team, Consolidated Nuclear Security, LLC (CNS Capabilities, tell our story)
e. Mission and Vision (what new team brings to the project, what we offer, imperatives, commitments, and our philosophy)
f. Our Organization and Key Leadership (bios, photos, and organizational chart)
g. Questions and Answers
h. Transition Update – Latest information about the transition, updates from senior leadership
i. News and Information about the transition (Q&As, press releases, PowerPoint Presentations, factsheets, updates from management)
j. Job Information (process, timeline, etc. .)
k. Benefits (information, forms, policies, etc.)
l. Employee Information (Other HR information, links to resources, forms and documents, link for employees to submit questions, employee Q&As, policies)
m. Link to Supplier Portal for Procurements and Small Business (Subcontract information)
n. Schedule
o. Community Commitment Information (what we are going to do in the community)
p. Contact Us
q. Ask a question – provide e-mail link to enable employees to submit questions and then post answers on the website (this will require staffing to ensure quick turnaround)

4. Town Hall Meetings will be held after working hours and off campus with employees on a voluntary basis (Kick-off and Introductions Meeting along with regular update meetings, including Jim Haynes and other key personnel. Q&A from these meetings will be posted to the website. Routine updates will be given at these meetings. Town Halls will be open to all employees and subcontractors, but not mandatory. These meetings will create opportunities for dialogue between management and employees through face-to-face interactions.)
5. Internal staff meetings with senior management and cascade information down
6. HR Meetings on position selections, transition, timeline, etc.
7. Transition News e-mails from HR (in coordination with NNSA and incumbent contractor, all employees will be informed early in transition of process that will be followed to select and hire incumbent employees, communicate HR details to employees)
8. E-mail updates from Carl Strock to UPF employees (status will change)
9. CNS Communications Manager will set up meetings with NNSA Public Affairs staff (local and headquarters), create communications points of contacts, and coordinate development of a protocol for interaction between CNS and NNSA Customer for all project communications
10. As requested by Transition Manager, set-up coordination meetings throughout transition with team

Goal 2: Provide timely and accurate information to community stakeholders at each phase of the transition.

Tactics:

1. Create standard PowerPoint presentation about the transition (mission, this is what this team is about, etc.)
2. Create factsheet for leave behind piece
3. In coordination with NNSA, inform local stakeholders at both Y-12 and Pantex about transition initiatives, activities, and progress (Local/Regional Leaders, Business Leaders, Politicians, Civic Leaders, Educators, Regulators, etc.).
4. Seek out venues and opportunities from local civic and business organizations to present transition information. This list includes, but is not limited to, the following organizations:
    a. Chamber of Commerce

    b. Rotary Clubs
    c. Economic Development Agencies (e.g. ETEC)
    d. Community Relations Councils
    e. Associations
    f. Citizen Advisory Commissions
    g. Small Business Groups
    h. Supplier Groups
5. Update external website with information community leaders would need to know
6. Create Community Commitment Plan, coordinate review and approval and submit as required in 120 days (coordination and agreement will be made with key stakeholders and approved by the CNS Board of Directors)
7. Create general public outreach plan within the first 2 months of transition period post award

Goal 3: Prepare senior management and leadership to respond effectively to inquiries from the media and general public.

Tactics:

1. Develop key messages specifically for the transition that reflect CNS strategic communications objectives
2. Develop Questions & Answers that might result in a media interview
3. Provide media training for key personnel and others who are likely to engage in media interfaces
4. Issue news release about the new team and transition schedule
5. Create factsheet for leave behind piece
6. Determine top media contacts are and set up media briefings with Jim Haynes (e.g. Frank Munger for Oak Ridge)
7. Have Senior CNS Management meet with top media contacts and other local news media (supply leave behind briefing packets – folder, factsheets, Q&A, Presentation, etc.)
8. Submit an Op-Ed article to the local newspapers from the CEO addressing the transition (What it means to the projects, effect on citizens, employees, safety, what this means in terms of economic impact, if any, to the community. Same key messages, but unique to each community)
9. Create a process for responses to queries and designate an official contact person

Goal 4: Inform key Congressional Members, local and State officials, and staffers on transition plans.

Tactics:

1. CEO/COO conduct briefings with members and staff – regular interaction with Tennessee and Texas delegations (Senate, Congress, State and Local Government) and key Congressional Committee members (briefings, one-on-one discussions, e-mails, and informational advisories)
2. Ensure adequate understanding and familiarity with the transition changes so they are comfortable with the program.
3. Supply leave behind briefing packets – folder, factsheets, Q&A, PowerPoint presentations, etc.
4. Conduct in-person follow-up meetings with relevant Members, Officials, and staff to provide regular updates

5. Send follow-up e-mail updates as transition progresses so there are no surprises

7. Communications Transition Schedule

A communications transition schedule will be maintained in real time as an integral part of this plan by the CNS Communications team and will include the dates of significant events, the commutations tools to be employed, the intended audiences, and the lead organization. CNS and NNSA communications managers will review and update the working schedule regularly.

Day 1 of Transition:

- Welcome e-mail from Jim Haynes (potential video message)
- Send out press release (send to all local and trade media outlets, coordinate with NNSA and send to stakeholders)
- Jim Haynes available to press in concurrence with NNSA (prepared comment, talking points, acknowledge the formal start of new contract, reinforce approach and commitment to exceed NNSA's goals, provide clear vision of what needs to be accomplished, etc.)
- Send press release to Congressional staffs

Week 1:

- Launch website (communicate quick breaking news and relevant changes to transition activities, constant updates, responsive to concerns, provide a mechanism to answer employee questions and to surface issues not adequately addressed in existing communication products, etc.)
- E-mail message from Carl Strock to UPF employees
- Set up interviews with media for week 2(provide press kit – communicate success in effecting an orderly transition, outline specific performance objectives, highlight economic development progress, communication strategy for success)

Week 2:

- CNS Leadership Orientation Meeting – cascade information down (provide new management team with company-specific expectations, role in transition, ability to ask questions)
- HR Meetings
- Submit Op-Ed to local newspapers from Jim Haynes
- Congressional and state and local government meetings (letter from Jim Haynes to congressional delegations to strengthen relationship and establish commitment to exceed NNSA's goals)

Week 3:

- All-Hands/Town Hall Meeting in both Oak Ridge and Amarillo (welcome employees into new LLC, provide information on company vision and values, structure, expectations, and respond to questions, introduce leadership team, define roles and scope, communicate strategy for success, transition schedule)
- E-mail message from Jim Haynes to employees on transition update (job offers, re-org, establish confidence in CNS's ability to effect an orderly transition and commitment, etc.)
- Community Breakfast with community leaders (reinforce relationship through face-to-face meetings

8. Key Stakeholder Groups

Outreach efforts, for the purpose of the transition, will focus its relationship-building and communications efforts on the following stakeholder groups:

- Customer (HQ and site offices)
- Employees (craft, salaried workers, management at both sites)
- Retirees
- Elected officials (local, state, federal)
- Labor unions
- Subcontractors, local small businesses
- Business and community leaders
- Economic Development and Environmental organizations
- Local universities and education institutes
- Civic groups
- Special interest groups (as necessary)
- Oak Ridge/Amarillo communities at large (general public)
- Media (local, state, national, professional, trade)
- Government oversight
- Independent oversight (as necessary)

Key Stakeholders/Influencers and Relationship Managers:

Category	Key Influencer	Relationship Manager
Amarillo		
Government (Local)	• Paul Harpole, Mayor • Ellen Robertson Green, Commissioner (Place 1) • Brian J. Eades, Commissioner (Place 2) • Lilia Escajeda, Commissioner (Place 3) • Jim Simms, Commissioner (Place 4) • County Judges (Carson, Potter, Randall and Armstrong counties)	
Government (State)	• Gov. Rick Perry (R) • Sen. Kel Seliger (R) • Rep. John Smithee (R-Amarillo) • Rep. Walter "Four" Price (R-Amarillo)	
Government (Federal)	• Sen. John Cornyn (R) • Sen. Kay Bailey Hutchison (R) • Rep. Mac Thornberry (R-TX13)	
Customer	• Combined Y-12/Pantex Program Office managed by Steve Erhart	
Union	• Ron Ault, President, Metal Trades Council of Amarillo (AFL-CIO) • Texas Labor Management Conference	
Business	• Amarillo Chamber of Commerce • Amarillo Economic Development Corporation	

	• Hispanic Chamber of Commerce	
Civic	TBD	
Media	• Bobby Cervantes, Amarillo Globe-News • Fort Worth Star Telegram	
Oak Ridge		
Government (Local)	• Tom Beehan, Mayor • D. Jane Miller, Mayor Pro Tem • Anne Garcia Garland, Council Member • Charlie Hensley, Council Member • Chuck Hope, Council Member • David N. Mosby, Council Member • Ellen D. Smith, Council Member • Myron Iwanski, Anderson County Mayor	
Government (State)	• Gov. Bill Haslam (R) • Sen. Randy McNally (R-Oak Ridge) • Rep. John Ragan (R-Oak Ridge)	
Government (Federal)	• Sen. Lamar Alexander (R) • Sen. Bob Corker (R) • *Rep. Chuck Fleischmann (R-TN3) • Rep. John J. (Jimmie) Duncan, Jr. (R-TN2) • Rep. Scott DesJarlais (R-TN4) *District includes Oak Ridge	
Customer	• Combined Y-12/Pantex Program Office managed by Steve Erhart	
Union	• Steve Jones, President, Atomic Trades and Labor Council (AFL-CIO) • United Steel Workers • George Jones, Building Trades	
Business	• Barry Stephenson, Chair, East TN Economic Council (ETEC) • Mike Wade, President, Energy Technology and Environmental Business Association (ETEBA) • Oak Ridge Chamber of Commerce/ Economic Partnership	
Civic	• Y-12 Community Relations Council	
Media	• Frank Munger, Knoxville News Sentinel • Oak Ridger • Oak Ridge Observer	
Other		
Media	• Todd Jacobsen, Weapons Complex Monitor	

9. Draft E-mail Note from Jim Haynes on Day 1 to Employees (Draft 2)

Message from Jim Haynes, Y-12/Pantex Program Manager on Consolidated Nuclear Security, LLC

Consolidated Nuclear Security, LLC (CNS) is honored to have been selected by the National Nuclear Security Administration (NNSA) to manage and operate the Y-12 and Pantex programs, two outstanding institutions vital to our nation's security. On behalf of the CNS management and the transition teams, we look forward to working with you.

Both Y-12 and Pantex have a tradition of excellence spanning many decades of national security with their outstanding workforce to the benefit of our nation. This fits well with CNS and its parent companies of Bechtel, Lockheed Martin, ATK, and SOC. These commercial industry leaders understand NNSA's mission and look forward to continued success in implementing that mission. We know that together, this team has the site knowledge, the technical leadership, and the experience with high-hazard operations that will lead Y-12 and Pantex to complete its critical mission.

The base contract for operations at Y-12 and Pantex has a four month transition period. Accordingly, we are in the process of kicking-off our start of the transition. Throughout the transition we will rely heavily on you. We know that employees make the enterprise run and we recognize the good work you have done. We know we have a skilled workforce and we look forward to working with you.

NNSA asked for a fully integrated enterprise that will enhance mission performance and reduce costs. We fully intend to meet the customer's requirements as effectively as possible, in a way that does not take away from our overall mission. We'll need your help.

While change can sometimes be challenging, my commitment to you is that CNS will work closely with you to complete a seamless transition and we will keep you informed about the transition progress and address your questions and concerns.

CNS has set up an external website site that you can access from work and home that will house all the latest transition information (link). On this website you will find insight into the new organization and the transition schedule.

I know you may have many questions now and will have more in the weeks to come. We invite you to visit our website and provide us with your feedback and questions. We will update the site with questions and answers regularly.

I am excited to get started on creating a one-team Nuclear Production Enterprise and I look forward to interacting and meeting as many of you as I can in the weeks ahead.

Jim Haynes
President and CEO
CNS, LLC.

10. Town Hall Meetings Schedule

Week 3 of Transition

During the third week of the transition Jim Haynes needs to lead Town Hall Meetings in both Oak Ridge and Amarillo. Objective is to provide face-to-face communications to employees. This meeting will be held after working hours and off campus with employees on a voluntary basis. Q&A from these meetings will be posted to the website. All-Hands will be open to all employees and subcontractors, but not mandatory. These meetings will create opportunities for dialogue between management and employees through face-to-face interactions.

The meeting will include:

- Provide information on company vision and values, structure, safety, and expectations
- Respond to questions
- Introduce leadership team
- Define roles and scope
- Communicate strategy for success
- Lay out transition schedule

Additional town hall meetings will be held during the transition. Agendas will be developed after feedback from first town hall meeting.

11. Draft Website Text – www.cnstransition.com

CNS will establish an external website (outside server) that will be used as the primary means of communications. It will be updated on a continuous basis. The transition team will utilize the website to make information, especially human resources information, available in a timely manner as the transition progresses. The website will have a simple home page consisting of one screen that has many links that take you to the rest of the site subject areas. For those employees with no access to web interface, hard copy material will be provided.

Home Page

CNS Logo
Photos from Proposal of Y-12 and Pantex
Our Vision (Figure 4 from proposal) –

- Our Vision: The model of enterprise performance excellence for the National Security Enterprise
- Our Mission: Exceed NNSA expectations in all production missions
- Our Goal: One Team – Better Together
- Our Values: Safety, Respect, Excellence, Teamwork, Integrity, Stewardship, Ethics, Service, Innovation

Newly posted information – Welcome message from Jim Haynes
Links to transition activities updates
Links to FAQs, CNS Team, Ask a Question, RFP
Links to Job Information, Employee Information, Supplier Portal
Links to NNSA and the parent companies websites (Figure 2 from proposal)
Links to News, Schedule, Community, Contact Us

Welcome Message from CNS, President and CEO

Consolidated Nuclear Security, LLC (CNS) is honored to have been selected by National Nuclear Security Administration (NNSA) to manage and operate the Y-12 and Pantex programs, two outstanding institutions vital to our nation's security.

Y-12 and Pantex have a tradition of excellence spanning many decades of national security with their outstanding workforce to the benefit of our nation. This fits well with CNS and its team of companies Bechtel, Lockheed Martin, ATK, and SOC. These commercial industry leaders understand NNSA's mission and look forward to continued success in implementing that mission. The CNS team has site knowledge, technical leadership, and experience with high-hazard operations that will lead Y-12 and Pantex to complete the critical mission.

The base contract for operations at Y-12 and Pantex has a four month transition period. Accordingly, we are in the process of kicking-off our efforts to start the transition.

While change can sometimes be challenging, my commitment is that CNS will complete a seamless and smooth transition. Our goal for this website is to introduce CNS to incumbent employees, community stakeholders, and the public. We will update this site continuously with transition news, schedules, and planned activities. Through this website we will also address your questions and concerns. You may send in your questions online at: (link). The website will be updated throughout the transition period with answers to questions sent in.

We look forward to starting the transition and are committed to the long-term success of Y-12 and Pantex. I look forward to meeting as many of you as I can in the weeks to come.

Jim Haynes
President and CEO

Who we are

Consolidated Nuclear Security, LLC (CNS) will operate Y-12 and Pantex under the same contract. CNS combines the resources of Bechtel, Lockheed Martin, ATK, and SOC. These companies have proven track records of safely and securely delivering work-class performance in the weapons and nuclear stockpile industries through working in close partnership with employees, unions, and local communities.

Bechtel (with logo)

- Operates through five global business units that specialize in government services, civil infrastructure; power generation, communications and transmission; mining and metals; and oil, gas, and chemicals.
- Founded in 1898
- Worked on more than 22,000 projects in 140 countries on all seven continents
- 52,700 employees performing 260 projects worth $28 billion annually in 41 countries
- Proven competencies and experience in engineering, procurement, construction, and project management that provide premier services to various U.S. government agencies in the United States and around the world.
- Government Services business line has experience managing and operating facilities charged with maintaining the safety, security and reliability of the U.S. nuclear weapons stockpile
- Experience at Y-12, Pantex, Los Alamos National Laboratory, Lawrence Livermore National Laboratory, Savannah River Site, Nevada Test Site, and Naval Reactors
- For the last 13 years, #1 overall contractor as ranked by Engineering-News Record (ENR)
- www.bechtel.com

Lockheed Martin (with logo)

- Headquartered in Bethesda, Md.
- A global security and aerospace company
- Employs about 120,000 people worldwide
- Principally engaged in the research, design, development, manufacture, integration and sustainment of advanced technology systems, products and services
- Net sales for 2011 were $46.5 billion
- www.lockheedmartin.com

ATK (with logo)

- World's top producer of solid rocket propulsion systems and a leading supplier of military and commercial aircraft structures
- Specializes in small and micro-satellites; satellite components and subsystems; lightweight space deployables and solar arrays; low-cost, quick-to-market launch solutions; flares and decoys; and energetic materials and related technologies
- Extensive experience supporting human and space payload missions
- An aerospace, defense, and commercial products company
- Operations in 22 states, Puerto Rico, and internationally
- www.atk.com

SOC (with logo)

- Trusted provider of integrated security and mission support carrying out and enabling national security missions globally in support of the U.S. Government, international organizations, and corporations
- Founded as a security contractor supporting the US Departments of Energy, Defense, and State
- Broadened its portfolio to include a wide array of critical mission support, construction, and professional staffing services
- A company of more than 5,000 highly trained and experienced personnel running some of the most sensitive and complex assignments around the world

Our Organization and Key Leadership
(Bios, photos, and organizational chart from Figure 12 in proposal, about our team, CNS Capabilities, tell our story)

The Consolidated Nuclear Security, LLC (CNS) team is comprised of members from Bechtel, Lockheed Martin, ATK, and SOC. CNS is dedicating a senior team of capable managers to tackle the challenges facing Y-12 and Pantex and to ensure the most successful future. Read more about senior leadership below (information from Figure 90-93 in proposal) and view the organizational chart.

- Jim Haynes, President and Chief Executive Officer
- Jim Allen, Chief Operating Officer
- Michael Jones, Transformation Manager
- Dave Beck, Program Integration
- Bill Tindal, Uranium Operations
- Dan Glenn, Assembly/Disassembly
- Pete Rosecrans, Mission Engineering
- Darrel Graddy, Mission Support
- Maureen Mendez, CFO
- Janet Hunt, Human Resources
- Rick Glass, Mission Assurance
- Carl Strock, UPF Manager
- Ken Freeman, Safeguards and Security

Transition Update
(Latest information about the transition, updates from senior leadership)

Transition Objectives
The transition period is four months, starting on the Effective Date of the contract. Consolidated Nuclear Security, LLC (CNS) will assume responsibility for operations at both Y-12 and Pantex at the conclusion of transition, after which certain activities must be completed to assure continuity of services to our country's national security program and a smooth and seamless transfer of all employees, contractual and regulatory commitments, assets, and obligations of the current contractors that operate Y-12 and Pantex to the new contractor.

The primary objectives of the transition are to:

- Establish the CNS Organization to assure the continuity of payroll and benefits for employees
- Assure the both sites can continue to carry out their missions with minimal disruption, despite the contractor transition

The transition is designed to be non-intrusive on your day-to-day work. Our collective success will be enhanced by open communications and dialogue. CNS is eager to hear from you and address any specific questions or concerns you have. You may send in your questions online at: (link).

Employee
(HR Information, links to resources, forms and documents, policies, Job Information, etc.)

Job Opportunities
CNS recognizes the importance of retaining mission critical incumbent contractor staff and preserving the institutional knowledge of ongoing projects. Accordingly, we have begun our HR transition activities including surveying the incumbent contractor workforce to determine their level of interest to work for CNS. Employment offers for CNS are scheduled to be issued no later than 90 days after start of transition. These offers will specify a date by which we need a response to assure continuity of employment.

Benefits
Incumbent Y-12 and Pantex employees will remain on their current benefits packages as they transition to CNS. However, new benefits packages for all employees will be implemented following transition. Additional information related to the new benefit programs will be provided once it is available.

Compensation
CNS compensation policies will provide a fair, equitable and competitive pay program. CNS's compensation program is designed to attract, retain, and motivate qualified employees, to provide guidance for management decisions, and to provide a basis for forecasting and controlling salary costs. Program elements include rate ranges, job classifications and titles, annual salary planning, and bonus/ incentive programs. Detailed information will be coming soon.

Training
CNS will provide and sponsor training, development, and educational programs which are designed to broaden employees' knowledge and increase their skills. Training includes external and internal programs. As an employee of CNS, you will have required training to complete. Training requirements are specific to all employees or prerequisites to your job. To find out what your requirements are ask your functional manager.

Human Resources The Human Resources staff is trained to assist all CNS employees with concerns and issues that affect their work environment such as, but not limited to performance, perceived inequities, and working conditions. To contact Human Resources call (phone number).

FAQs
Incumbent employees are encouraged to ask questions and provide feedback related to the transition. You may send in your question online at (link). The FAQ page will be updated throughout the transition period with answers to your questions

Uranium Processing Facility

An integral part of Y-12's transformation efforts and a key component of the National Nuclear Security Administration's (NNSA's) Uranium Center of Excellence, the Uranium Processing Facility (UPF) is a facility whose mission is to accomplish the storage and processing of enriched uranium in one much smaller, centralized area.

Through the new contract with Consolidated Nuclear Security, LLC (CNS), the UPF construction project will now be subcontracted to Bechtel National, Inc. This organizational change will result in cost savings and will accelerate the UPF schedule. The UPF Project Director is Carl Strock. Strock has previously served as the Commander of the Corps of Engineers, President of Bechtel Construction Operations, and the Project Manager on several commercial engineering, procurement, and construction projects.

Since the UPF project will now be subcontracted to Bechtel National, some changes will be made to employees' benefits and compensation. Detailed information on benefit packages including information on benefit programs, 401K plans, pensions, paid time off, and holidays will be coming soon.

UPF employees are encouraged to ask questions and provide feedback related to this. You may send in your question online at (link). The FAQ page will be updated throughout the transition period with answers to questions related to UPF.

Link here for a message from Project Director Carl Strock.

Message from Carl Strock

Consolidated Nuclear Security, LLC (CNS) is honored to have been selected by National Nuclear Security Administration (NNSA) to manage and operate the Y-12 and Pantex programs, which includes the Uranium Processing Facility (UPF).

UPF is critical to Y-12's mission and national security. It is a key component of the program. That is why management has put a special emphasis on it during transition. The UPF construction project will now be subcontracted to Bechtel National, Inc. This organizational change will result in cost savings and will accelerate the UPF schedule.

The transition will occur over a four-month period and we are in the process of kicking-off our efforts to start the transition.

While change can sometimes be challenging, my commitment is that CNS will complete a seamless and smooth transition within UPF.

We will update this site continuously with transition news, schedules, and planned activities. Through this website we will also address your questions. You may send in your questions online at: (link). The website will be updated throughout the transition period with answers to questions sent in.

We look forward to starting the transition and are committed to the success of UPF. I look forward to meeting as many of you as I can in the weeks to come.

Carl Strock
UPF Project Director

Supplier/Subcontractor Opportunities
(Supplier Portal for Procurements, Subcontracts, and Small Business)

CNS places a high value of providing opportunities for local suppliers and subcontractors. If your firm is interested in doing business with us, you can register your company on the Bechtel Supplier Portal (link). After completing the initial registration process, click on "Project Opportunities" to select this project.

Contact Us and Ask a Question
(Provide e-mail link to enable employees to submit questions and then post answers on the website, this will require staffing to ensure quick turnaround)

CNS is committed to communicating to employees and the community in a consistent and timely fashion. You may submit your question online at (link). The FAQ page will be updated throughout the transition period with answer to the questions sent in.

For media inquiries… (Take information from media page)

For other requests, please contact us at this e-mail address: (link). Please provide the following information and we will respond back to you by e-mail:

- Name
- E-mail Address
- Telephone Number
- Nature of inquiry, request, comments
- Comments

Community
CNS is committed to giving back to the communities surrounding both Oak Ridge, Tennessee, and Amarillo, Texas. As the CNS team develops its Community Commitment Plan, updates will be added to this site.

Through this plan CNS will continue to focus on protecting the nation, using resources wisely, and investing in the communities we call home. CNS will work hard at making lasting, substantive investments in both Tennessee and Texas.

Other parts of the website that still need to be developed:

Mission and Vision (what new team brings to the project, what we offer, imperatives, commitments, and our philosophy)

Business Imperatives (Continuous Process Improvement, Enterprise Excellence, Performance Based Leadership, Incentive Programs, Fellowship Program, Exchange Program)

Acronym List

Employee Q&As

Questions and answers will be updated regularly on this website. Questions are grouped by topic and answered as information is available. These answers are based on current plans and understanding of how the transition will progress. As additional information becomes available, these answers will be updated if needed.

If you have a question that has not been addressed below, please submit your question here: (e-mail link). Questions are answered as information is available, they are not necessarily answered in the order they are received. All questions are collected and routed to the Transition Team daily. Please ask one question per e-mail. Multiple questions of similar nature will be answered together and not every question will receive a separate answer.

General Information

- What is the official new name of the enterprise?
    - Consolidated Nuclear Security, LLC (CNS) will operate Y-12 and Pantex.
- What is the mission of the new company?
- Why the site integration?
- Which companies are part of the team?
    - The CNS team is comprised of Bechtel, Lockheed Martin, ATK, and SOC. Read more about the CNS Team here (link).
- Will CNS replace existing key management positions with CNS Managers? Will there be change in leadership?
    - CNS is dedicating a senior team of capable managers to tackle the challenges facing Y-12 and Pantex and to ensure the most successful future. Read more about senior leadership here (link).
- What does the new organizational chart look like?
    - Link to the CNS organizational chart here (link).
- When does the transition start? When will CNS officially take over?
    - The transition period extends for four months. Consolidated Nuclear Security, LLC (CNS) will assume responsibility for operations at both Y-12 and Pantex four months after the start of transition, during which certain activities must be completed to assure continuity of services to our country's national security program and a smooth and seamless transfer of employees, contractual and regulatory commitments, assets, and obligations of the current contractors that operate Y-12 and Pantex to the new contractor. Read more about the transition here (link).

Consolidation

- Where will headquarters be? Are there plans to relocate Y-12 and Pantex?
- Do I have to move to keep my job? Will my work be transferred to a new site?
- How will the consolidation affect the way Y-12 and Pantex does business?
- How will you reconcile the differences between the two sites?
- Will there be any moves to consolidate duplicated support and technical departments?
- Which organizations will be affected the most in the consolidation? Business and support functions?

Employment and Pay

- Will all employees be offered a job?
    - We are in the process of assessing the current workforce as well as the needs of the new organization. It is likely that not all positions will be required as we move forward. We will communicate the plans for selecting employees for the available positions once the organization is finalized.
- How will you be determining what jobs will be available?
    - This will be determined based on the requirements of the new organizations.
- How will you decide who has a job and who doesn't?
    - A selection process will be used to determine who will receive offers.
- Will offer letters be extended?
    - Yes, offer letters will be provided to selected individuals no later than 90 days after the start of transition.
- Will I be notified it I am not going to get a job offer from CNS?
    - Yes
- Do I need to submit an actual resume?
    - Some incumbent employees will be asked to submit resumes.
- Do I need to complete an employment application? TBD
- Why do I need to provide identification to show proof of citizenship even if I have a DOE/NNSA clearance?
    - All US Employers are required to complete and retain an I-9 form for each individual they hire for employment. Proof of citizenship is required to complete this form. This is a requirement of the Department of Homeland Defense.
- Will I have to interview for a position?
    - Some individuals will be required to interview for a position.
- Did the contract specify a deadline for delivering the offer letters to employees?
    - Yes, offer letters must be distributed no later than 90 days after the start of transition. If I receive a job offer:
    - Could it be at a different location?
        - Yes
    - Could it involve travel between locations?
        - Yes
    - What happens if I turn the job offer down?
        - You will not transition over to CNS.
    - Will it be the same job at the same grade and pay level?
        - This will depend on individual circumstances.
- When transition is complete, how many employees will CNS have?
- Is there going to be a reduction in workforce?
    - We anticipate that reductions in the workforce will occur initially, and that they could continue as we consolidate the Y12 and Pantex organizations.
- If I do not receive an offer will I be given severance pay?
    - Incumbent employees who do not receive offers from CNS will be out processed by the Incumbent Contractor.
- Will there be a change on severance packages?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.

- How will union employees be impacted?
    - We are reviewing the current workforce along with the new organization to determine if there are any impacts.
- Will I be required to fill out new paperwork for federal tax withholding and other forms as if this was a new job?
    - Some new forms will be required but not all. We will provide the specific requirements once offers are accepted.
- Will my social security contributions start over when CNS takes over?
- How will the W-2 form work this year? Will this affect how I submit my taxes?
- Will I receive a new employee identification number? TBD
- Will pay and compensation systems (401K, pension, vacation, bonuses) offered at Y-12 and Pantex be the same under CNS? When will this officially transfer? TBD
- Will there be a new compensation structure and pay system now for both sites?
    - Yes
- Will the pay structure be consistent between Y-12 and Pantex?
    - Yes
- Will cost of living be a factor between the two sites?
    - No.
- Will we be paid on the same schedule?
    - As we consolidate our HR and Payroll systems across the sites, we will move to a common pay schedule.
- What are the work schedules?
    - Initially, the current Pantex and Y-12 schedules will stay in place. However, we will consider moving to a consistent schedule in the future.
- Will Y-12 keep my 4x10 schedule?
- Will Pantex keep my 9x80 schedule?
- Will we have monthly balancing? If yes, to whom does it apply?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What is the vacation policy?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What is the sick leave policy?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What is the vacation banking policy?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What holidays will be given to us? What is the holiday policy?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- Will there be an end of year Holiday shutdown? TBD

- How will schedule changes affect Union employees?
    - Any proposed schedule changes will be negotiated with the Union prior to implementation for that population.
- Will the overtime policy change?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What will be the new schedule for merit increases? HR action schedule?
    - New CNS processes and schedules will be put in to place as we move forward. Information will be communicated as it becomes available.
- Will I keep my years of service with project?
    - Yes
- How will this affect my ability to be considered for a promotion?
    - A new CNS promotion policy will be implemented. Promotions will be implemented in accordance with the policy.
- Will I get keep my Q clearance?
    - Q Clearances are issued by the Department of Energy, and this transition will not have any impact on your clearance.

Benefits

- How will my benefits change? If yes, how and when?
    - We are reviewing the current benefits programs offered at both Pantex and Y-12. Incumbent employees who receive offers from CNS will transition in to CNS with their current benefits programs. However, we will move to a common benefits program as soon as possible after transition. Information concerning the benefits program as well as the timeline for implementation will be communicated as soon as it becomes available.
- Will I be able to retain the same health care provider? TBD
- How will union employees be impacted?
    - Any proposed changes to the benefits programs for represented employees will be negotiated with the Union prior to implementation.

401K

Pension

Other Human Resource Related Questions

- How will the relocation policy change?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What if someone just signed an agreement?
    - Relocations that have been initiated prior to the implementation of a new policy will be completed based on the current relocation policy.
- How will credit cards be transitioned? TBD
- Will we get new e-mail addresses?
- Will there be any Employee Discount benefits? TBD

- Any scholarship programs? TBD
- Where can I find new travel policies and information?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.
- What will be the performance appraisal process now?
    - We will be implementing a new CNS Performance Management process. We are currently in the process of defining the new process, and it will be communicated once it has been finalized.
- Will existing union contracts be renegotiated under CNS?
    - Yes
- How will education reimbursements be handled?
    - We will be implementing new CNS policies and procedures. The specific provisions of each policy are not available at this point but will be communicated once they are available.

News and Information about the transition
(Q&As, press releases, PowerPoint Presentations, factsheets, updates from management, links to NNSA press releases)

External Press Release M&O

Media Contact:
Jason Bohne (703) 429-6313

For Immediate Release

The team of Bechtel National, Inc., Lockheed Martin, ATK, and SOC selected to manage and operate the Y-12 and Pantex Nuclear Production Enterprise

Frederick, Maryland – The National Nuclear Security Administration (NNSA) announced today that it has selected the Consolidated Nuclear Security, LLC (CNS), a team of Bechtel National, Inc. (BNI), Lockheed Martin (LM), ATK, and SOC to manage and operate the Y-12 and Pantex Nuclear Production Enterprise in the communities of Oak Ridge, Tennessee, and Amarillo, Texas.

The team will be responsible for managing and operating the Y-12 and Pantex programs—two outstanding institutions vital to our nation's security—for the next five years, with one five-year option for extension based on performance.

"Bechtel, Lockheed, ATK, and SOC have site knowledge, technical leadership, and experience with high-hazard operations that will lead Y-12 and Pantex to complete the critical mission," says Jim Haynes, CNS President and CEO. "We look forward to making a difference in management and operation of these important facilities and to continue our successful collaboration with NNSA."

The CNS team will succeed B&W Y-12 and B&W Pantex, a partnership of the Babcock & Wilcox Company and Bechtel National, Inc.

About Bechtel:
Bechtel is among the most respected engineering, project management, and construction companies in the world. We stand apart for our ability to get the job done right—no matter how big, how complex or how remote. Bechtel operates through five global business units that specialize in civil infrastructure; power generation, communications and transmission; mining and metals; oil, gas and chemicals; and government services.

Since its founding in 1898, Bechtel has worked on more than 22,000 projects in 140 countries on all seven continents. Today, our 53,000 employees team with customers, partners, and suppliers on diverse projects in nearly 50 countries. www.bechtel.com.

About Lockheed Martin:
Headquartered in Bethesda, Md., Lockheed Martin is a global security and aerospace company that employs about 120,000 people worldwide and is principally engaged in the research, design, development, manufacture, integration and sustainment of advanced technology systems, products and services. The Corporation's net sales for 2011 were $46.5 billion.

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External Press Release M&O and UPF

Media Contact:
Jason Bohne (703) 429-6313

For Immediate Release

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The team will be responsible for managing and operating the Y-12 and Pantex programs—two outstanding institutions vital to our nation's security for the next five years—with one five-year option for extension based on performance. An integral part of Y-12's transformation efforts, the Uranium Processing Facility (UPF) will, when completed, store and process enriched uranium in a centralized area that enhances operational safety and security.

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PowerPoint Slides
(Text of slides provided below)

Y-12/Pantex Transition (title page)

Purpose (page 1)

- Provide status of Y-12/Pantex contract transition

Contract (page 2)

- Consolidated Nuclear Security, LLC (CNS) selected as the contractor on (date)
- Team:
    - Bechtel
    - Lockheed Martin
    - ATK
    - SOC
- Contract Terms
    - Five years, with one five-year option for extension based on performance.
- Four month transition period
    - CNS will assume management and operations of Y-12 and Pantex six months after contract award

Scope of Work (page 3)

- The contract includes three key mission areas
    - Improve performance in completion of missions for nuclear production operations
    - Transition/merge operations at geographically dispersed centers of excellence under a single contract
    - Reduce the cost of performing work
- What the contractor will also manage

Transition Objectives (page 4)

- CNS is committed to an efficient, orderly, seamless, and successful transition. To accomplish this, the transition must
    - Enable the completion of transition activities so CNS can assume full responsibility for Y-12/Pantex
    - Minimize disruption/impact to the workforce so that the transition can be achieved in compliance with all safety, security, and environmental requirements

Org Chart (page 5)

Leadership Team (page 6)

- Jim Haynes, President and Chief Executive Officer
- Jim Allen, Chief Operating Officer
- Michael Jones, Transformation Manager
- Dave Beck, Program Integration
- Bill Tindal, Uranium Operations
- Dan Glenn, Assembly/Disassembly
- Pete Rosecrans, Mission Engineering

- Darrel Graddy, Mission Support
- Maureen Mendez, CFO
- Janet Hunt, Human Resources
- Rick Glass, Mission Assurance
- Ken Freeman, Safeguards and Security

Transition Schedule (page 7)

Critical Steps for a Successful Transition (page 8)

- CNS will communicate constantly and keep employees and the community informed about the transition progress
- CNS will address questions and concerns

Summary (page 9)

About the work at Pantex and Y-12 Factsheet

Pantex

Pantex Missions: national security, nuclear explosive operations, nuclear material operations, high explosive operations.

Pantex Plant, located 17 miles northeast of Amarillo, Texas, in Carson County, is charged with maintaining the safety, security and reliability of the nation's nuclear weapons stockpile. Pantex's programmatic work falls within these missions.

National Security

- Safeguards & Security
- Non-proliferation
- Stewardship
    - Environmental
    - Infrastructure
    - Human Capital
    - Energy

Nuclear Explosive Operations

- Life Extension
- Surveillance
- Dismantlement

Nuclear Material Operations

- Storage
- Surveillance
- Reuse/Requalification

High Explosive Operations

- Manufacturing
- Surveillance
- Testing

Y-12

The Y-12 National Security Complex is one of four production facilities in the National Nuclear Security Administration's Nuclear Security Enterprise. Our unique emphasis is the processing and storage of uranium and development of technologies associated with those activities. Decades of precision machining experience make Y-12 a production facility with capabilities unequaled nationwide.

Y-12 maintains the safety, security and effectiveness of the U.S. nuclear weapons stockpile. We also reduce the global threat posed by nuclear proliferation and terrorism, and provide safe and effective nuclear propulsion systems for the U.S. Navy.

Y-12 has become the complex that the nation looks to for support in protecting America's future by applying our state-of-the-art capabilities in three core areas

- nuclear technology and materials;
- security and consequence management;
- manufacturing and technical services.

Consolidated Nuclear Security, LLC Fact Sheet

The Nuclear Production Enterprise made up of the National Nuclear Security Administration's (NNSA) Y-12 and Pantex projects is a critical part of the country's national security challenge of securing and supporting the nuclear weapons stockpile. Consolidated Nuclear Security, LLC (CNS) is the organization formed to devise and implement innovative solutions to meet this challenge.

The result of collaboration between Bechtel National, Inc., Lockheed Martin, ATK, and SOC, CNS draws upon the world-class engineering, construction, program integration, security, and nuclear science capabilities of the four companies in a new organization formed and dedicated to meet the needs of the National Nuclear Security Administration (NNSA).

All four contributing companies have experience working together and bring complementary experience to transform Y-12 and Pantex into an efficient enterprise.

Proven Track Record

Bechtel is a global firm that understands the NNSA missions from its management roles at Y-12, Pantex, Los Alamos National Laboratory, and Lawrence Livermore National Laboratory. It is the nation's top project management, engineering, and construction firm currently executing 260 projects in 41 countries around the world.

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Transition

The CNS team has been through several transitions, including –

- Hanford Site
- Savannah River Site
- Nevada Test Site
- Ronald Reagan Ballistic Missile Defense Test Site
- Los Alamos National Laboratory
- Lawrence Livermore National Laboratory

CNS understands the importance of working with the incumbent staff and customer to ensure a successful transition.

Communication

Communication is vital for a successful transition that maintains program momentum. CNS has established a communications program to keep internal and external audiences informed and aware.

A dedicated intranet site (www.cnstransition.com) is available to provide information to employees and their families. Employees are encouraged to ask questions and express their concerns.

Meetings will be scheduled to give incumbent employees the chance to meet CNS managers and learn more about the new company.

Existing external relationships are a priority for the new team and we will continue to work in close partnership with employees, unions, and local communities.

Finally, constant communication with NNSA, existing contractor, and CNS will take place throughout the transition period.

The Bottom Line

Consolidated Nuclear Security, LLC, will run Y-12 and Pantex as an enterprise, focused on safely delivering the mission.

Appendix B

Pantex/Y-12
Facility Assessment Checklist

March 3, 2014

Consolidated Nuclear Security

Facility Assessment Checklist Contents

Checklist Applicability Flowchart

Pre-Existing Conditions Checklist
General (All facilities)

Checklist 1—Authorization Basis Status
(Nuclear facilities, facilities with an ASA)

Checklist 2—Nuclear Criticality Safety
(Nuclear facilities)

Checklist 3—Radiological Protection
(All facilities except administrative offices)

Checklist 4—Physical Conditions: Buildings
(All buildings)

Checklist 5—Environmental Compliance: Buildings
(All buildings, except administrative offices)

Checklist 5a—Environmental Compliance: Buildings
(Administrative offices)

Checklist 6—Physical Condition/Environmental Compliance: Landfills
(Landfills, waste piles, scrap yards, spoils piles, contaminated units closed in place)

Checklist 7—Physical Condition/Environmental Compliance: Basins
(Basins, surface impoundments, ponds, pits)

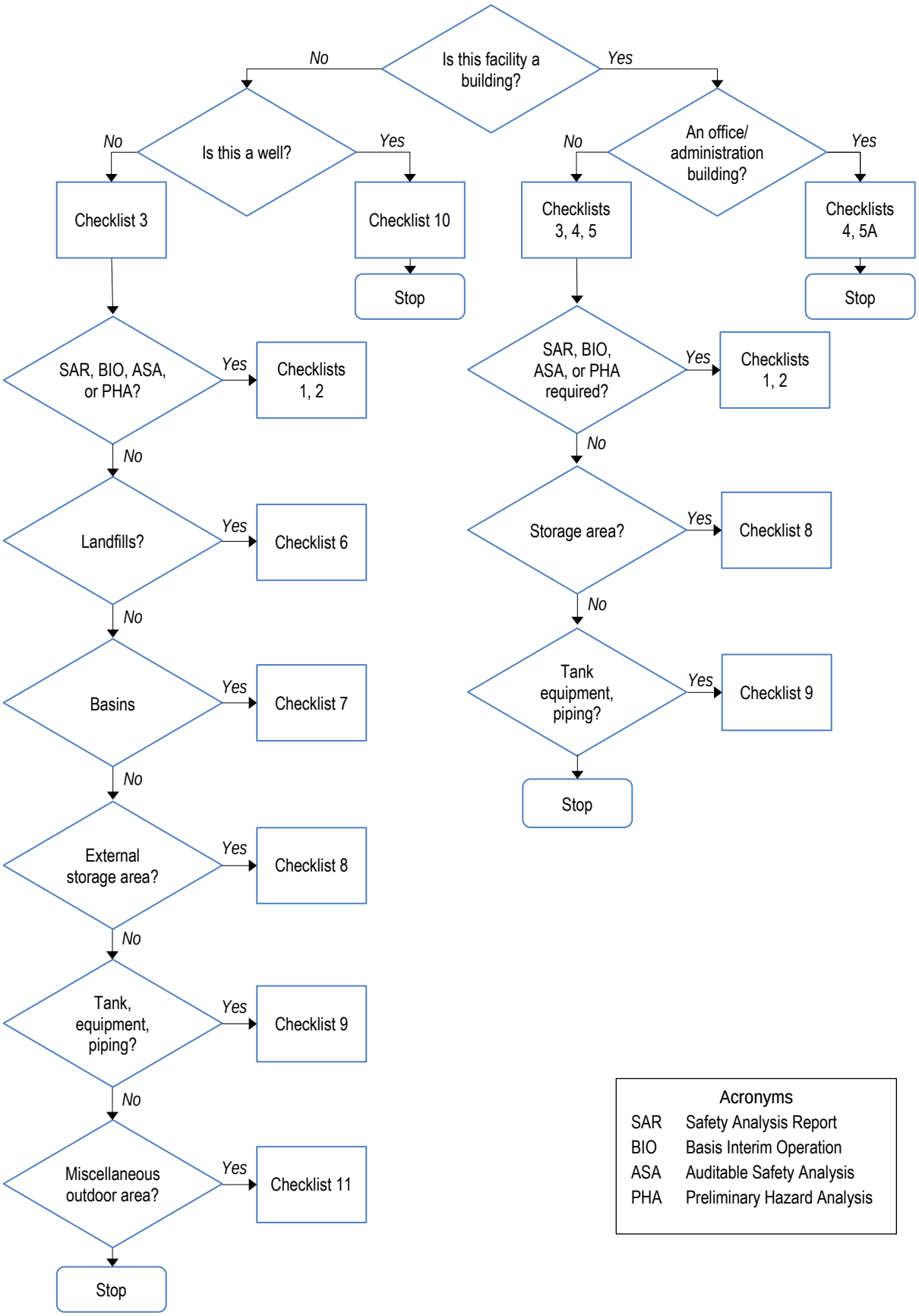
Checklist 8—Physical Condition/Environmental Compliance: Storage Areas
(Chemical storage areas, hazardous waste storage areas, rad materials storage areas, rad waste storage areas, cylinder storage areas, DMSAs, drum yards, decon pads)

Checklist 9—Physical Condition/Environmental Compliance: Tanks/Equipment/Pipelines
(Tanks, equipment, process lines, sewer lines, sanitary lines, stormwater lines, outfalls)

Checklist 10—Physical Condition/Environmental Compliance: Wells

Checklist 11—Physical Condition/Environmental Compliance: Miscellaneous Sites
(Release/spill sites, yards, grounds, surface water)

Checklist Applicability Flowchart



Acronyms	
SAR	Safety Analysis Report
BIO	Basis Interim Operation
ASA	Auditable Safety Analysis
PHA	Preliminary Hazard Analysis

Pre-Existing Conditions Checklist
General (All facilities)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

Facility Status *(circle)* (Ref CL #__): Active (in use) Inactive (Standby) D&D (Surplus)

Current Occupants:_____Current Facility Uses (Ref CL #__):_____
_____

Prior Facility Uses *(if different* (Ref CL #__):_____
_____

Shut Down Date *(if applicable) and* Summary of Shutdown Activities (Ref CL #__):_____
_____

Identify any portion of the facility not under our control (Ref CL #__):_____

Has a PHS been performed, if so, when?_____

Is there any issue that the facility manager would like to raise?_____
_____

Facility Category *(circle as many as apply)* (Ref CL #__):

Nuclear CAT 2/CAT 3 Radiological Industrial RCRA TSD

Noncontaminated *(circle non-contaminated only if the facility has never processed, treated or stored any hazardous or radioactive materials, e.g., has always been used ONLY for office space)*

Facility Type *(circle as many as apply, including both current and past uses)* (Ref CL #__):

Buildings: Process bldg Storage bldg Administrative bldg Laboratory facility

(Indicate which of the following are contained within or adjacent to the building)
Process equipment Tanks Air vents or stacks Chemical storage areas Radiologically controlled areas
Radioactive material or waste storage areas Fissile material storage areas Hazardous waste treatment or storage areas
Electrical equipment Pipelines Process sewer connections Storm sewer connections

Release Sites and Storage Areas:

Landfill Waste pile Scrap yard Spoils pile Surface impoundment Pond basin
Misc. release site Chemical storage area Cylinder storage area Decontamination pad
Hazardous waste storage area Drum yard LLW storage area

Miscellaneous:

Tank Equipment Pipeline (including sewer lines, lift stations, manholes)
Well Road Parking lot Surface water Groundwater plume
Monitoring station Other:_____

Radiological and Hazardous Contaminants of Concern (Ref CL #__):_____
_____

Checklist 1—Authorization Basis Status

(Nuclear facilities, facilities with an ASA)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

List Authorization Basis Document (s) (SAR, BIO, ASA) and date of last approval in Facility Information Source Reference List, Section 1.

Identify any significant hazards in the Facility that do not appear to have been analyzed in the AB (Ref CL #__):
_____

Identify any materials or inventory in the Facility that appear to exceed the inventory analyzed in the AB (Ref CL #__):_____

Facility classification based on gross inventories or release potential? (Ref CL #__):_____

Does AB contain TSRs/OSRs that pertain to physical conditions (Ref CL #__)?_____
If so, do physical conditions appear to comply with TSRs/OSRs (Ref CL #__)?_____
_____

Identify any pending changes to the AB or to TSRs or OSRs (Ref CL #__):_____
_____

Identify any significant apparent changes to the Facility since last AB approval which has not been evaluated by USQD or other officially approved method (Ref CL #__):_____
_____

Identify any Discovery situations since last AB approval which either called into question the validity of the AB safety analysis or were not evaluated by USQD or other officially approved method (Ref CL #__):_____
_____

Identify any changes since last AB approval to procedures considered in the AB that were not evaluated by USQD or other officially approved method (Ref CL #__):_____
_____

Identify any situation where the AB has not been expanded/updated, if required, to incorporate the results of evaluations involving facility USQs relating to physical changes, procedural changes or Discovery situations (Ref CL #__):_____

Identify any unresolved or pending Discovery USQs, Discovery USQDs, or any present situations that could require a Discovery USQD (Ref CL #__):_____
_____

Checklist 2—Nuclear Criticality Safety

(Nuclear facilities)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

Identify Fissionable/Fissile Material in Facility (Ref CL #__):_____

_____

List Nuclear Criticality Safety Approvals and date of last approval in Facility Information Source Reference List, Section 1.

Identify necessary NCSAs that are missing or outdated (Ref CL #__):_____

_____

Does the Facility have procedures to implement the NCSAs? (Ref CL #__):_____

_____

Does the Facility have a training program for the NCSAs? (Ref CL #__):_____

_____

Do the NCSAs identify fire fighting restrictions? _____ If so, have the fire fighting restrictions been identified on pre-fire and emergency preparedness plans? (Ref CL #__):_____

_____

Does the Facility have a Criticality Accident Alarm System?_____ If so, does it appear to be in good operating condition? (Ref CL #__):_____

Identify any Facility conditions that may impact criticality safety (e.g., water intrusion, flooding potential) (Ref CL #__):_____

_____

Does the Facility have Fixed Nuclear Accident Dosimeters posted? (Ref CL #__):_____

Does the Facility have a marked “12-rad boundary”? (Ref CL #__):_____

Checklist 3—Radiological Protection

(All facilities except administrative offices)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

The Facility contains *(mark all that apply)* (Ref CL #__):_____

Radiologically controlled areas Radioactive material areas Radiation areas High/very high radiation areas
Soil contamination areas Fixed contamination areas Contamination areas High contamination areas
Airborne radioactivity areas Underground radioactive material areas

Are all high/very high radiation areas kept locked? (Ref CL #__):_____

Identify any areas that appear to be posted incorrectly, or where postings are not visible or in good condition (Ref CL #__):_____

Identify any RWPs that appear inconsistent with or inadequate for Facility conditions (Ref CL #__):_____
_____

Identify any radioactive materials or equipment that appear to be labeled, controlled or stored incorrectly (Ref CL #__):_____

Identify any areas where access control appears to be inadequate considering the radiological conditions of the Facility (Ref CL #__):_____

Identify any areas where contamination control appears to be inadequate (Ref CL #__)_____
_____

Identify any boundary controls that appear to be set up or maintained incorrectly (Ref CL #__):_____
_____

Identify any areas for which survey data appears to be missing or inadequate (Ref CL #__):_____
_____

Identify any radiation-generating device that is not posted per State Rad health requirements (Ref CL #__):_____
_____

Identify any apparent radiological monitoring equipment deficiencies (e.g., lack of required continuous monitors, monitoring equipment not maintained/calibrated, or incapable of detecting facility specific radiation hazards (Ref CL #__):_____

Identify any necessary engineering controls that appear to be missing (Ref CL #__):_____
_____

Identify any areas of the Facility that have been determined to meet release criteria (Ref CL #__):_____
_____

(List all documents that form the basis for that determination of the Facility Information Source Reference List in Section 5, and identify references here:_____).

Checklist 4—Physical Conditions: Buildings

(All buildings)

Facility Name	Site	Facility #
Checklist Completed By		Date

OSHA Hazards

Identify any apparent OSHA non-compliances which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts) (Ref CL #__):_____

_____

Identify significant necessary safety devices that appear to be missing (Ref CL #__):_____

_____

Identify any potentially significant health hazards from biological conditions (e.g., molds) or animal intrusion (Ref CL #__):_____

Fire/Emergency Response Systems

List any approved fire hazard analysis in Facility Information Source Reference List, Section 1.

Identify any apparent fire hazards in the Facility that were not analyzed in the fire hazard analysis (Ref CL #__):

_____

Identify any apparent deficiencies in the fire detection or alarm system (Ref CL #__):_____

_____

Identify any apparent deficiencies in the fire protection/suppression system (including missing or inoperative sprinklers, missing or out dated extinguishers, obstructions to system, improperly stored flammable or combustible material, missing or inoperative fire barriers) (Ref CL #__):_____

_____

Identify any apparent deficiencies in the emergency evacuation alarm system (Ref CL #__):_____

_____

Identify any signs or physical conditions or barriers that could interfere with the rapid evacuation of personnel in the event of an emergency (Ref CL #__):_____

_____

Identify any apparent deficiencies in essential systems or equipment (e.g., emergency communications system, essential electrical equipment (Ref CL #__):_____

_____

Access Controls

Identify any areas where access control appears to be inadequate considering the physical conditions of the Facility (Ref CL #__):_____

_____

_____

Checklist 4—Physical Conditions: Buildings Cont.

(All buildings)

Release Potential

Identify apparent conditions of significant instability, deterioration, structural cracking, leak-related damage, structural settlement or structural fatigue that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

_____

_____

Identify any areas of the Facility that appear to be subject to flooding or significant water leaks, and identify and chemical, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

_____

_____

Identify the locations of any unsealed floor drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are used or stored, and whether the drains discharge to the process, storm or sanitary sewer system (Ref CL #__):_____

_____

_____

Can the Facility withstand the design basis wind/tornado and earthquake? (Ref CL #__):_____

Identify any formerly used systems that may have contained chemicals, radioactive materials or waste, which cannot be demonstrated to have been purged, isolated and sealed, and identify the materials/contaminants previously contained in such systems (Ref CL #__):_____

_____

_____

Chemical Vulnerability

Identify any chemicals that appear to be stored in an unsafe condition (e.g., flammable chemicals not stored in approved cabinet, incompatible materials co-located, compressed gases stored improperly, etc.) (Ref CL #__):_____

_____

_____

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials) (Ref CL #__):_____

_____

_____

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

_____

Checklist 5—Environmental Compliance: Buildings

(All buildings, except administrative offices)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

List all environmental permits, authorizations and exemptions pertaining to the facility in the Facility Information Source Reference List, Section 2.

Identify any open NOVs or environmental compliance corrective actions relating to the Facility (Ref CL #__):_____

_____

Hazardous Materials/Substances/Wastes

Identify any locations where the following materials are found at the Facility, identify whether the material is in use or is a waste, the condition of the material and its container, whether it is a structural building component, and note all relevant storage/management conditions (Ref CL #__):

Acids _____
Ammonia _____
Damaged Friable Asbestos _____
CFCs _____
Chlorine _____
Cleaning Supplies/PPE _____
Compressed Gases _____
Lead _____
Mercury _____
Oils/petroleum product _____
Paints _____
PCBs _____
Pesticides _____
Solvents _____
Other _____

Identify the waste streams produced by any activities currently or recently occurring in the Facility (Ref CL #__):___

_____
_____
_____

Identify any hazardous waste that are not stored, labeled or managed in accordance with RCRA requirements (e.g., compatible containers in good condition, kept closed, labeled, double containers for liquid waste, etc.) (Ref CL #__):

_____
_____

Identify the storage capacity for oil and other petroleum products at the facility (including drum storage):
Above ground over 1320 gallons? (Ref CL #__):_____
Underground over 42000 gallons? (Ref CL #__):_____

Identify locations of recent and historical spills, leaks or releases of potentially hazardous substances/wastes, (including radioactive materials); identify any evidence of remaining spilled material, and note all relevant conditions (Ref CL #__):_____

_____
_____

Checklist 5—Environmental Compliance: Buildings Cont.

(All buildings, except administrative offices)

Air Emission Sources

Identify the location, emissions and permit status of any of the following emission sources located at the Facility (Ref CL #__):

Stacks (identify whether powered ventilation, open or sealed):_____

_____

Vents (identify whether powered ventilation, open or sealed) :_____

_____

Tanks:
Internal Combustion Engines:_____
Refrigerants (CFCs):_____
Active Painting Operation:_____
Active Welding Operation:_____
Active machining/Sawing/Grinding Operation:_____
Laboratory Hoods:_____
Ovens:
Fugitive Emission Sources:_____
Other Potential Sources:_____

Identify any emission sources that do not appear to be permitted (if source is believed to be exempt, obtain documentation of exemption (Ref CL #__):_____

_____

Identify any emission sources, emission control equipment or monitoring equipment that does not appear to be adequate of in compliance with permit requirements (Ref CL #__):_____

_____

_____

Identify any HAPs that are processed at the Facility (including lead, asbestos, radionuclides, inorganic arsenic, beryllium, mercury, benzene, vinyl chloride (Ref CL #__):_____

_____

Identify any sources that are subject to continuous monitoring requirements but may not have continuous monitors installed or in operation as required (Ref CL #__):_____

_____

Identify any sources at the Facility that are not under our control (Ref CL #__):_____

_____

Identify any emissions that may be commingled with emissions from any other facility or from a portion of this facility not under our control (Ref CL #__):_____

_____

Identify any locations of apparent friable asbestos that is not marked and controlled to prevent airborne exposures (Ref CL #__):_____

Checklist 5—Environmental Compliance: Buildings Cont.

(All buildings, except administrative offices)

Liquid Effluents

Identify the nature of each source of liquid discharges from the facility, indicate whether each discharge is to surface waters, septic systems, holding ponds, storm drains, or a treatment system, the discharge point (outfall) for each discharge, and the permit status for each discharge (Ref CL #__):

Sanitary:_____
Process:_____
Stormwater:_____
Other:_____

Identify any liquid discharges that do not appear to be permitted (Ref CL #__):_____
_____

Identify any discharges that do not appear to be monitored in accordance with applicable requirements (Ref CL #__):_____

Identify any sumps or pits in the Facility, determine their contents, source connections, and discharge points (Ref CL #__):_____

Identify any discharge sources at the Facility that are not under our control (Ref CL #__):_____
_____

Identify any discharges that may be commingled with discharges from any other facility, or from a portion of this facility not under our control, prior to reaching the outfall (Ref CL #__):_____
_____
_____

TSCA (PCBs)

Identify the location of any of the following equipment, whether the equipment is in use, in storage, or scheduled for disposal, and determine whether the potential PCB concentration of any contents is known, and if so, what it is (less than 50 ppm, 50-500 ppm, over 500 ppm):

Oil-filled transformers:_____
Oil-filled capacitors:_____
Oil-filled heat transfer systems:_____
Hydraulic systems:_____
Electromagnets, switches, voltage regulators, and rectifiers:_____
Oil-filled circuit breakers, closers, and cable:_____

Identify and stored PCB articles that are not being managed in accordance with TSCA storage requirements (Ref CL #__):_____

List any of the identified PCB articles or PCB contaminated materials that are not listed in and/or managed in accordance with the PCB FFCA (Ref CL #__):_____
_____

Checklist 5a—Environmental Compliance: Buildings

(Administrative offices)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

Have any chemicals that have ever been stored or used in the Facility? (Ref CL #__):_____
If so, review Checklist 5, Hazardous Materials/Substances/Wastes Sections.

Have any radioactive materials or substances ever been used or stored in the Facility? (Ref CL #__):_____
If so, review Checklist 3.

Are there any tanks or equipment (other than computers, copiers, and other office machines) at the Facility? (Ref CL #__):_____If so, review Checklist 9.

Are there any potential air emission sources (such as ovens, laboratories, tanks, painting or welding operations, solvent sinks, or other process equipment) at the Facility? (Ref CL #__):_____
If so, review Checklist 5, Air Emission Sources Section.

Are there any liquid discharges from the facility other than from restrooms? (Ref CL #__):_____
If so, review Checklist 5, Liquid Effluents Section.

Are there any oil-filled transformers, capacitors, heat transfer systems, hydraulic systems, electromagnets, switches, voltage regulators, rectifiers, circuit breakers, closers, or cable or other oil-filled equipment at the Facility? (Ref CL #__):_____If so, review Checklist 5, TSCA Section.

Is there any evidence of spills or releases at the Facility? (Ref CL #__):_____
If so, review Checklist 11.

Checklist 6—Physical Condition/Environmental Compliance: Landfills

(Landfills, waste piles, scrap yards, spoils piles, contaminated units closed in place)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

General

Identify any apparent OSHA non-compliances relating to the facility which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts)? (Ref CL #__):_____

Identify significant necessary safety devices that appear to be missing (Ref CL #__):_____

Identify method of access control and note any areas where access control to the Facility appears to be inadequate considering the conditions of the Facility and the material present there (Ref CL #__):_____

Identify any portions of the Facility that are not under our control (Ref CL #__):_____

Identify apparent conditions of significant instability, erosion, deterioration, structural cracking, leak-related damage, structural settlement or structural fatigue of any cap or containment system that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

Identify any areas of the Facility that appear to be subject to flooding or significant surface water or groundwater water intrusion, and identify and chemicals, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

Identify the locations of any open drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are present, and whether the drains discharge to the process, storm or sanitary sewer system (Ref CL #__):_____

Identify how run-on and run-off is controlled, and how stormwater is managed (Ref CL #__):_____

Identify any apparent potential for material to migrate or be released from the Facility via air, surface, surface water, groundwater, plan uptake or biological intrusion pathways (Ref CL #__):_____

Identify the location and type of any surface contamination present at the Facility, or the depth of cover over contamination if there is no surface contamination (Ref CL #__):_____

Identify any other apparent potential for workers, the public or the environment to be exposed to hazardous or radioactive materials present at the Facility (Ref CL #__):_____

Checklist 6—Physical Condition/Environmental Compliance: Landfills Cont.
(Landfills, waste piles, scrap yards, spoils piles, contaminated units closed in place)

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials (Ref CL #__):_____

_____

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

Identify for each discrete unit the following information:

- Status: in use; inactive temporary cap; closed in place; clean closed.
- Current material being disposed
- Past material stored/disposed
- Disposal method (bulk, drums/bags/containers, open burning)
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Secondary containment/leachate collection system/gas vent system (yes/no, condition, and contents)
- Monitoring system or inspection schedule (note current on-site activities)
- Permit status (RCRA? Listed in FFA? Indicate any noteworthy terms of the permit)
- Security Status (Classified/unclassified)

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_____

For any containers, tanks, equipment, systems or lines that are reported to have been isolated, drained and cleaned, list reports that document those actions on Facility Information Source Reference List, Section 5, and identify references for each such unit.

Identify sources of any incoming pipes and destinations of outgoing pipes (Ref CL #__):_____

_____

Identify any known or suspected releases of any materials at the Facility (recent and historical); identify any evidence of remaining spilled material, and note all relevant related conditions (look for distressed vegetation, puddles, stains, cracks or depression in cap, deep rooted vegetation, burrowing animals, settlement/subsidence, etc.) (Ref CL #__):_____

_____

If the facility is or has been used for decontamination operations, identify the method for control, management and disposal of decon materials and solutions (Ref CL #__):_____

_____

Identify any material which consists of, or is contaminated by hazardous wastes, generate or disposed after the effective date of RCRA, that is not being managed in accordance with RCRA: (Ref CL #__):_____

_____

Identify and material which contains or is contaminated by PCBs, that is not being managed in accordance with TSCA (Ref CL #__):_____

_____

_____

Checklist 7—Physical Condition/Environmental Compliance: Basins

(Basins, surface impoundments, ponds, pits)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

General

Identify any apparent OSHA non-compliances relating to the Facility which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts) (Ref CL #__):_____

_____

_____

Identify significant necessary safety devices that appear to be missing (Ref CL #__):_____

_____

_____

Identify method of access control and note any areas where access control to the Facility appears to be inadequate considering the conditions of the Facility and the material contained there (Ref CL #__):_____

_____

_____

Identify any portions of the Facility that are not under our control (Ref CL #__):_____

_____

_____

Identify apparent conditions of significant instability, deterioration, structural cracking, leak-related damage, structural settlement or structural fatigue of the Facility or any related containment or storage system that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

_____

Identify any areas of the Facility that appear to be subject to flooding or significant surface water or groundwater water intrusion, and identify any chemicals, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

_____

Identify the locations of any open drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are present, and whether the drains discharge to the process, storm or sanitary sewer system (Ref CL #__):_____

_____

If the facility is not protected from rainwater intrusion, identify how run-on and run-off is controlled, and how stormwater is managed (Ref CL #__):_____

_____

Identify any apparent potential for material to migrate or be released from the Facility (Ref CL #__):_____

_____

Identify any apparent potential for workers, the public or the environment to be exposed to hazardous or radioactive materials present at the facility (Ref CL #__):_____

Checklist 7—Physical Condition/Environmental Compliance: Basins Cont.
(Basins, surface impoundments, ponds, pits)

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials (Ref CL #__):_____

_____

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

Identify for each unit the following information:

- Status: in use; inactive but not necessarily empty; closed in place; clean closed
- Current material stored/used
- Past material stored/used
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Secondary containment (yes/no, condition, any contents)
- Monitoring system or inspection schedule
- Permit status (RCRA permit, air permit, discharge permit, PBR)

_____
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_____
_____
_____
_____
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_____

For any containers, tanks, equipment, systems or lines that are reported to have been isolated, drained and cleaned, list reports that document those actions and identify references for each such unit.

Identify sources of any incoming pipes, and destinations of outgoing pipes (Ref CL #__):_____

Identify any known or suspected releases of any materials at the Facility (recent and historical); identify and evidence of remaining spilled material, and note all relevant related conditions (look for distressed vegetation, puddles, stains, etc.) (Ref CL #__):_____

_____

If the facility is or has been used for decontamination operations, identify the method for control, management and disposal of decon materials and solutions (Ref CL #__):_____

Identify any material which consists of, or is contaminated by hazardous wastes, that is not being managed in accordance with RCRA: (Ref CL #__):_____

Identify any materials which contains or is contaminated by PCBs, that is not being managed in accordance with TSCA (Ref CL #__):_____

Checklist 8—Physical Condition/Environmental Compliance: Storage Areas

(Chemical storage areas, hazardous waste storage areas, rad materials storage areas, rad waste storage areas, cylinder storage areas, DMSAs, drum yards, decon pads)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

General

Identify any apparent OSHA non-compliances relating to the storage area which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts) (Ref CL #__):_____

_____

Identify significant necessary safety devices that appear to be missing (Ref CL #__):_____

_____

Identify method of access control and note any areas where access control to the storage area appears to be inadequate considering the conditions of the Facility and the material stored there (Ref CL #__):_____

_____

Identify any portions of the storage area that are not completely under our control (Ref CL #__):_____

_____

Identify apparent conditions of significant instability, deterioration, structural cracking, leak-related damage, structural settlement of structural fatigue of any containers or containment or storage system that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

_____

Identify any areas of the Facility that appear to be subject to flooding or significant surface water or groundwater water intrusion, and identify any chemicals, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

_____

Identify the locations of any open drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are used or stored, and whether the drains discharge to the process, storm or sanitary sewer system (Ref CL #__):_____

If the facility is not protected from rainwater intrusion, identify how run-on and run-off is controlled, and how stormwater is managed (Ref CL #__):_____

_____

Identify any apparent potential for material to migrate or be released from the facility (Ref CL #__):_____

_____

Identify any apparent potential for workers, the public or the environment to be exposed to materials stored at the facility (Ref CL #__):_____

_____

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials) (Ref CL #__):_____

_____

Checklist 8—Physical Condition/Environmental Compliance: Storage Areas Cont.

(Chemical storage areas, hazardous waste storage areas, rad materials storage areas, rad waste storage areas, cylinder storage areas, DMSAs, drum yards, decon pads)

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

_____

Identify for each storage area the following information:

- Status: in use; inactive but not necessarily empty; all material removed, area clean closed
- Current material stored/used
- Past material stored/used
- Storage method (drums/bags/containers/uncontainerized)
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Secondary containment (yes/no, condition, any contents)
- Monitoring system or inspection schedule
- Permit status (RCRA permit, air permit, discharge permit, PBR)

_____

_____

_____

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_____

_____

_____

_____

_____

For any containers, tanks, equipment, systems or lines that are reported to have been isolated, drained and cleaned, list reports that document those actions on Facility Information Source Reference List, Section 5, and identify references for each such unit.

Identify sources of any incoming pipes, and destinations of outgoing pipes (Ref CL #__):_____

_____

Identify any known or suspected releases of any materials at the storage area (recent and historical); identify and evidence of remaining spilled material, and note all relevant related conditions (look for distressed vegetation, puddles, stains, etc.) (Ref CL #__):_____

_____

_____

_____

If the facility is or has been used for decontamination operations, identify the method for controls, management and disposal of decon materials and solutions (Ref CL #__):_____

_____

Identify any material which consists of, or is contaminated by hazardous wastes, that is not being managed in accordance with RCRA: (Ref CL #__):_____

Identify any material which contains or is contaminated by PCBs, that is not being managed in accordance with TSCA (Ref CL #__):_____

Checklist 9—Physical Condition/Environmental Compliance: Tanks/Equipment/Pipelines

(Tanks, equipment, process lines, sewer lines, sanitary lines, stormwater lines, outfalls)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

General

Identify any apparent OSHA non-compliances relating to the tanks, equipment or lines which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts) (Ref CL #__):_____

_____

_____

Identify significant necessary safety devices that appear to be missing from the tanks, equipment or lines (Ref CL #__):_____

_____

_____

Identify any areas where access control to the tanks, equipment or lines appears to be inadequate considering the conditions of the Facility (Ref CL #__):_____

_____

_____

Identify any areas of the tanks, equipment or lines that are not under our control (i.e., pipelines that run under/through areas controlled by other parties (Ref CL #__):_____

_____

_____

Identify apparent conditions of significant instability, deterioration, structural cracking, leak-related damage, structural settlement or structural fatigue that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

_____

_____

Identify any areas of the Facility that appear to be subject to flooding or significant water intrusion, and identify any chemicals, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

_____

Identify the locations of any open drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are used or stored, and whether the drains discharge to the process, storm or sanitary sewer system (Ref CL #__):_____

_____

_____

_____

Checklist 9—Physical Condition/Environmental Compliance: Tanks/Equipment/Pipelines Cont.

(Tanks, equipment, process lines, sewer lines, sanitary lines, stormwater lines, outfalls)

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials) (Ref CL #__):_____

_____

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

For any tanks, equipment or lines that are reported to have been isolated, drained and cleaned, list reports that document those actions of Facility Information Source Reference List, Section 5, and identify references for each such facility.

For all tanks, equipment or lines that are not documented to be (or visibly) disconnected from all piping connections, identify sources of incoming pipes, and destinations of outgoing pipes (Ref CL #__):_____

_____

_____

_____

Identify any known or suspected releases from each tank, equipment or pipeline (recent and historical); identify any evidence or remaining spilled material, and note all relevant related conditions (Ref CL #__):_____

_____

_____

_____

_____

_____

Tanks

Identify for each tank the following information:

- Size
- Status: in use, inactive but not necessarily empty; isolated, drained and cleaned
- Current contents/uses
- Past contents/uses
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Above ground/underground
- Secondary containment (yes/no, condition, any contents)
- Monitoring system or inspection schedule
- Permit status (RCRA permit, air permit, discharge permit, PBR)

_____

_____

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_____

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_____

_____

_____

_____

Checklist 9—Physical Condition/Environmental Compliance: Tanks/Equipment/Pipelines Cont.

(Tanks, equipment, process lines, sewer lines, sanitary lines, stormwater lines, outfalls)

Equipment

Identify for each major piece of equipment the following information:

- Status: in use, inactive but not deconned, drained and cleaned
- Current uses/contents of any reservoirs
- Past uses/contents of any reservoirs
- Apparent condition (good, fair, bad, leaking, structurally unsound)

_____
_____
_____
_____
_____
_____

For any out of service equipment which contains or is contaminated by hazardous materials/substances/wastes, identify whether it is managed in accordance with RCRA: (Ref CL #__):_____
_____

For any out of service equipment which contains or is contaminated by PCBs, identify whether it is managed in accordance with TSCA (Ref CL #__):_____

Pipelines and Outfalls

Identify for each pipeline or outfall the following information:

- Status: in use, inactive but not isolated or cleaned out; isolate, drained and cleaned
- Current contents/uses
- Past contents/uses
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Above ground/underground
- Secondary containment (yes/no, condition, any contents)
- Monitoring system or inspection schedule
- Permit status (RCRA permit, NPDES discharge permit, PBR)
- Party who has control of influents; party who has control of surface area above pipeline

_____
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_____

Checklist 10—Physical Conditions/Environmental Compliance: Wells

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

Can the well be located/is the location clearly marked? (Ref CL #__):_____
_____

Is there a locking cap on the well, and do we have the keys? (Ref CL #__):_____
_____

Do we have access control to the well by means other than a locking cap? (Ref CL #__):_____
_____

Has the well been constructed and maintained in accordance with state and federal standards? (Ref CL #__):_____
_____

What is the well used for? (Ref CL #__):_____

Are there any waste materials in the vicinity of the well (e.g. containers of drill cuttings, purgewater, sampling material? (Ref CL #__):_____

If so, has the waste been characterized, and is it being managed in accordance with applicable requirements? (Ref CL #__):_____

Is or has anything been injected into the well (e.g. as part of a tech demo or treatability test)? (Ref CL #__):_____
_____

If so, what document authorized the injection, and who approved it (e.g. treatability test plan signed by EPA) (Ref CL #__):_____

Identify any known or suspected releases of any materials at the well site (recent and historical); identify any evidence of remaining spilled material, and note all relevant related conditions (look for distressed vegetation, puddles, stains, etc.) (Ref CL #__):_____
_____
_____

Checklist 11—Physical Conditions/Environmental Compliance: Miscellaneous Sites

(Release/spill sites, yards, grounds, surface water)

Facility Name	**Site**	**Facility #**
Checklist Completed By		**Date**

General

Can the physical location of the Facility be precisely defined and found?

Identify and apparent OSHA non-compliances relating to the facility which would be categorized as either imminent danger or serious (i.e., unguarded/exposed live electrical parts) (Ref CL #__):_____

Identify significant necessary safety devices that appear to be missing (Ref CL #__):_____

Identify method of access control and note any areas where access control to the Facility appears to be inadequate considering the conditions of the Facility and the material present there (Ref CL #__):_____

Identify any portions of the Facility that are not under our control (Ref CL #__):_____

Identify apparent conditions of significant instability, erosion, deterioration, structural cracking, leak-related damage, structural settlement or structural fatigue of any cap or containment system that could pose a significant imminent hazard to health or safety, or pose a risk of releasing contaminants to the environment (Ref CL #__):_____

Identify any areas of the Facility that appear to be subject to flooding or significant surface water or groundwater water intrusion , and identify any chemicals, radioactive materials, or other contaminants in the affected area (Ref CL #__):_____

Identify the locations of any open drains, whether they are located in contaminated areas or areas where chemicals or radioactive materials are present, and whether the drains discharge to the process, storm or sanitary sewers (Ref CL #__):_____

Identify how run-on and run-off is controlled, and how stormwater is managed (Ref CL #__):_____

Identify any apparent potential for material to migrate or be released from the Facility via air, surface, surface water, groundwater, plant uptake or biological intrusion pathways (Ref CL #__):_____

Checklist 11—Physical Conditions/Environmental Compliance: Miscellaneous Sites Cont.
(Release/spill sites, yards, grounds, surface water)

Identify the location and type of any surface contamination present at the Facility, or the depth of cover over contamination if there is only sub-surface contamination (Ref CL #__):_____

_____

Identify any other apparent potential for workers, the public or the environment to be exposed to hazardous or radioactive materials present at the Facility (Ref CL #__):_____

_____

Identify the presence of any chemicals that could pose potential vulnerabilities by their intrinsic properties (e.g., peroxides, reactives/shock-sensitive materials, flammable materials) (Ref CL #__):_____

_____

Identify the presence of any chemicals that have the potential to change over time due to the evaporation or introduction of water (Ref CL #__):_____

_____

Identify for each contaminated site the following information:

- Status in use; inactive; temporary cap; closed in place; clean closed
- Current material being disposed
- Past material stored/disposed
- Apparent condition (good, fair, bad, leaking, structurally unsound)
- Secondary containment/leachate collections system/gas vent system (yes/no, condition, any contents)
- Monitoring system or inspection schedule (note current on-site activities)
- Permit status (RCRA? Listed FFA? Indicate any noteworthy terms of the permit)

_____
_____
_____
_____
_____

For any containers, tanks, equipment, system or lines that are reported to have been isolated, drained and cleaned, list reports that document those actions on Facility Information Source Reference List, Section 5, and identify references for each unit.

Identify sources of any incoming pipes and destinations of outgoing pipes (Ref CL #__):_____

Identify any known or suspected releases of any materials at the Facility (recent and historical); identify any evidence of remaining spilled material, and note all relevant related conditions (look for distressed vegetation, puddles, stains, cracks or depressions in cap, deep rooted vegetation, burrowing animals, settlements/subsidence, etc.) (Ref CL #__):_____

_____

If the facility is or has been sued for decontamination operations, identify the method for controls, management and disposal of decon materials and solutions (Ref CL #__):_____

Identify any material which consists of, or is contaminated by hazardous wastes, generated or disposed of after the effective date of RCRA, that is not being managed in accordance with RCRA (Ref CL #__):_____

_____

Identify any material which contains or is contaminated by PCBs, that is not being managed in accordance with TSCA (Ref CL #__):_____

_____

Appendix C

Pantex/Y-12
Transition Facilities Information

March 3, 2014

Consolidated Nuclear Security

GAUT WHITTENBURG
Commercial Real Estate

FOR LEASE
720 S. Tyler, Amarillo, Texas

Full Service Office Space—Commerce Building

BUILDING ENTRY

3rd Floor Lobby

SPACE AVAILABLE

Basement:	Suite B100: 568 rsf	$425 / mo.
	Suite B102: 534 rsf	$400 / mo.
	Suite B106: 739 rsf	$550 / mo.
	Suite B122: 244 rsf	$245 / mo.
	Suite B128: 810 rsf	$675 / mo.
	Suite B130: 1,355 rsf	$1,130 / mo.
	Suite B132: 683 rsf	$625 / mo.
First Floor	Suite 108: 1,413 rsf	$1,175 / mo.
	Suite 110: 673 rsf	$675 / mo.
	Suite 118: 6,776 rsf	$5,100 / mo.
Second Floor	Suite 202: 2,107 rsf	$1,580 / mo.
	Suite 206: 505 rsf	$505 / mo.
	Suite 206B: 513 rsf	$515 / mo.
	Suite 208: 598 rsf	$600 / mo.
	Suite 210: 1,103 rsf	$1,000 / mo.
	Suite 212A: 338 rsf	$340 / mo.
	Suite 212D: 600 rsf	$600 / mo.
	Suite 217: 734 rsf	$735 / mo.
	Suite 230: 1,051 rsf	$875 / mo.

PROPERTY HIGHLIGHTS

Full service office space available

Common media/conference room free to tenants

Great Parking.

Floor Plans and Aerial attached.

GAUT WHITTENBURG
Commercial Real Estate

Ben Whittenburg

4211 I-40 West, Suite 204 • Amarillo, Texas 79106

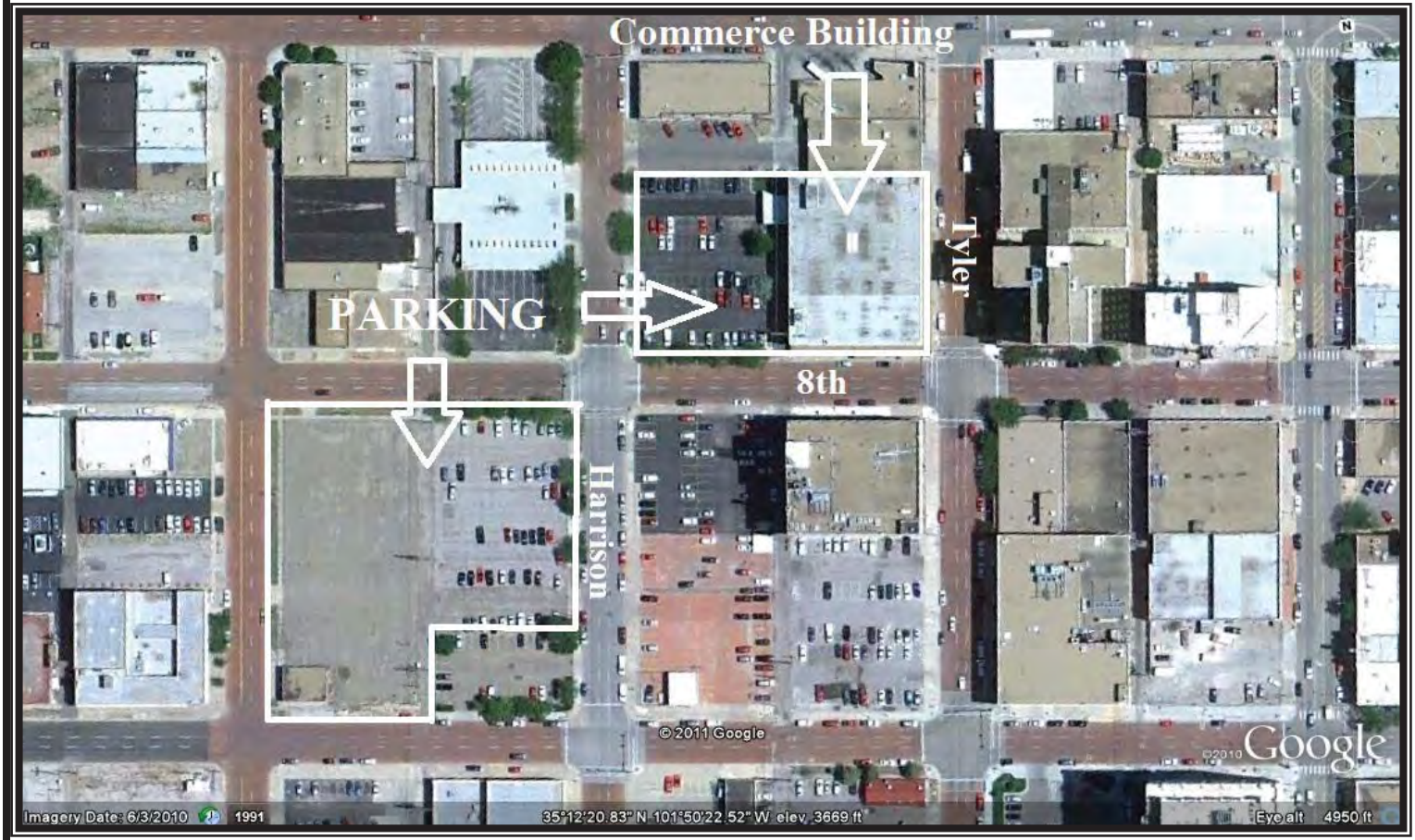
Phone: 806-373-3111 • Fax: 806-373-9301
E-mail: ben@gwamarillo.com
Website: www.gwamarillo.com

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. References to measurements are approximate. Buyer must verify the information and bears all risks for inaccuracies.

GAUT WHITTENBURG
Commercial Real Estate

FOR SALE
720 S. Tyler, Amarillo, Texas

Full Service Office Space—Commerce Building



GAUT WHITTENBURG
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Ben Whittenburg

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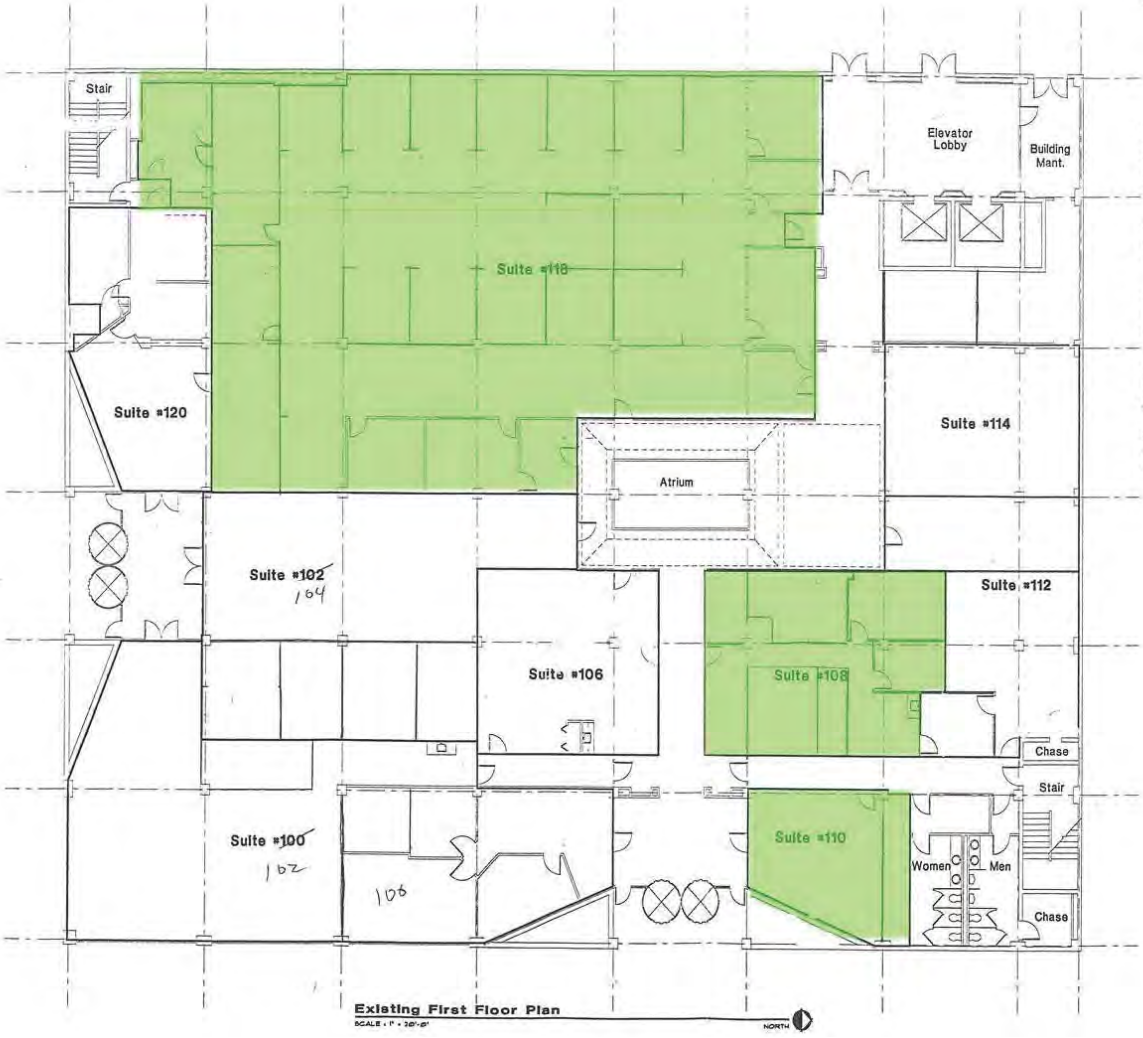
Phone: 806-373-3111 • Fax: 806-373-9301
E-mail: ben@gwamarillo.com
Website: www.gwamarillo.com

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. References to measurements are approximate. Buyer must verify the information and bears all risks for inaccuracies.

GAUT WHITTENBURG
Commercial Real Estate

FOR SALE
720 S. Tyler, Amarillo, Texas

Full Service Office Space—Commerce Building



Available:

First Floor

Suite #100		**Suite #102**	
Usable	3,073 S.F.	Usable	2,156 S.F.
Leasable	3,442 S.F.	Leasable	2,415 S.F.
Suite #106		**Suite #108**	
Usable	947 S.F.	Usable	1,262 S.F.
Leasable	1,061 S.F.	Leasable	1,413 S.F.
Suite #110		**Suite #112**	
Usable	601 S.F.	Usable	1,081 S.F.
Leasable	673 S.F.	Leasable	1,211 S.F.
Suite #114		**Suite #118**	
Usable	841 S.F.	Usable	6,776 S.F.
Leasable	942 S.F.	Leasable	7,589 S.F.
Suite #120			
Usable	1,009 S.F.		
Leasable	1,130 S.F.		

720 S. Tyler, First Floor

GAUT WHITTENBURG
Commercial Real Estate

Ben Whittenburg

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Website: www.gwamarillo.com

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. References to measurements are approximate. Buyer must verify the information and bears all risks for inaccuracies.

105 Mitchell Road, Oak Ridge, TN

Appendix D

Pantex/Y-12
Uranium Processing Facility
Transition Plan

March 03, 2014

Consolidated Nuclear Security

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1. Introduction

The transition of the Uranium Processing Facility (UPF) project will conform to the CNS Y-12/Pantex Transition Plan in most respects and meet the requirements of RFP Section F-7 (a), Transition Plan; and Section J, Appendix C, Transition Plan. The principal exceptions will be the transition of incumbent employees and the subcontracting to Bechtel National Incorporated (BNI). The plan describes how Consolidated Nuclear Security (CNS) will implement the guidance provided in RFP Section J, Appendix C, completing all activities necessary to assume full responsibility for CLIN2, the engineering, procurement, and construction (EPC) of the UPF.

The objectives of the plan are to:

- Accomplish an effective transition in consideration of the organization, work processes and procedures, and execution plan
- Minimize the impacts on continuity of project operations
- Maintain communication with staff and affected communities
- Identify key issues
- Overcome potential barriers to transition

The objectives of the plan reflect our understanding of requirements for safety and security and our recognition of the importance of the UPF and the employees who will design, procure, and construct the facility.

The transition term is from the effective date of the contract through a 4-month transition period [RFP Section F-2 (a), Amendment 4]. Upon completion of all activities involved in the plan, CNS will inform the Contracting Officer that it is ready to assume full responsibility for the UPF project. The intent is to award a cost-reimbursable subcontract to BNI with an option to convert to a lump-sum contract at a future date when NNSA and CNS agree that there is sufficient definition to transfer execution risk to the contractor. BNI will execute the project through a combination of direct-hire personnel and subcontractors. Success is defined as having BNI under a cost-reimbursable EPC subcontract at the end of the 120-day transition period.

Following submittal of the CNS proposal, NNSA indicated that had not decided whether to go forward with the proposal for CNS to subcontract to BNI for the project. Since the decision to proceed under an M&O organization or through BNI as the executing contractor has a significant influence on the transition process, a “White Paper” proposal will be developed and submitted to NNSA shortly after Transition begins and a key decision milestonewill be jointly determined between NNSA and CNS. For purposes of the remainder of this transition plan, it is assumed that the CNS proposal is accepted.

CNS will manage the transition as a project, with defined scope, schedule, and budget, and with a collocated team. Communication will begin early and will be continuous in an open, frank dialogue, with emphasis on accommodating the incumbent employees and subcontractors. Offers of employment and notifications of release will be extended as early as possible to employees impacted by the change in management but not later than 90 days after the start of transition. This Transition Plan focuses on the activities necessary to meet contract requirements, including staffing, operating systems, procedures and work control documents, baseline plans, and assessment of facilities and

pre-existing conditions as well as differences from documented conditions. It details our approach to sustaining project continuity, managing project personnel, maintaining communications with staff and affected communities, identifying key issues, overcoming barriers to transition, and meeting contract requirements safely and securely.

2. UPF Transition Basis and Assumptions

Availability and accessibility of information and facilities are vital to our ability to define the initial condition of the site and project, the work to be accomplished, and any material differences from documented conditions.

Office space for our incoming transition team is assumed to be provided by CNS offsite. The CNS transition office will be located on the first floor of 105 Mitchell Road (subject to internal and NNSA approvals). Computers, telephones, and other equipment (including furniture, copiers, printers, and basic office supplies) will be provided by CNS. Safety walkdowns of the office facilities will be performed prior to initial occupancy and as often as necessary to ensure safe working conditions.

This plan is based on the following assumptions:

- That existing subcontracts associated with the UPF project will be novated to CNS and that CNS will be empowered to novate to BNI.
- That personnel currently assigned to the UPF project office who are deemed excess to BNI requirements will be considered for employment within the M&O.
- That personnel offered employment by BNI will be released if they decline the offer.
- That Bechtel Procedures and Bechtel Standard Application Programs (BSAPs) will be accepted by the client to execute the project with a revised oversight model (Proposal V II, 24-25-2.f.2.iii).

3. UPF Transition Team

Transition will be managed by a dedicated UPF Transition Manager who is not a key person and a small staff that will concentrate on human resources planning, novation of existing subcontracts, the UPF subcontract formation and award, and updating the existing project management plan. As the UPF will be executed largely by the incumbent staff, who must continue the effort during the transition, they will not, with few exceptions, participate on the transition team.

Bechtel National Inc. (BNI) functional managers or their designees will participate in a tailored review of the existing project

- Organization and staffing,
- Work processes and procedures, and
- Execution plan

Bechtel is fundamentally a matrix organization which counts on its Functional Management to actively assist projects in formation and execution. The key objective is to engage this Functional Management on a tailored basis, considering the current and immediate work scope of importance, so that the post-transition UPF organization has the full support and alignment with Functional Management.

It is expected that not all Functional Management recommendations will be implemented during transition; however, implementation plans will be developed during the Transition for full implementation.

The UPF Transition Manager is responsible for delivering a completed project, the Transition, which includes overall management of the transition process (scope, schedule, budget, and approach). The Transition Manager will report to the CNS UPF Project Director and coordinate with the CNS Transition Manager, NNSA Transition Manager, and the incumbent contractor Transition Manager to integrate efforts, channel communications, resolve issues, and track progress. The UPF Transition Manager will participate in the formal weekly Transition Managers coordination meeting.

Carl Strock, CNS UPF Project Director, will focus on safety, overall quality of deliverables, customer relations, employee relations, stakeholder relations, communications, and overall readiness to execute the UPF scope. Independent of, but working closely with, the transition team, Mark Seely, BNI UPF Project Manager, will personally approve key human-resources-related decisions and deliverables and mission execution readiness.

4. Transition Scope

The CLIN 2 transition primarily involves development and award of a reimbursable subcontract between CNS and BNI. The subcontract will be subject to review and approval by NNSA. In the event that a subcontract is not in place at the completion of the transition period, a letter subcontract, subject to approval by NNSA, between CNS and BNI will be executed. In addition to the UPF subcontract, CNS will novate existing lower-tier subcontracts associated with the UPF to BNI for management.

Execution of CLIN 2 will involve the transfer of UPF employees, facilities, and equipment to CNS and further transfer to BNI.

The existing UPF Project Management Plan (Deliverable 13) will be reviewed, utilizing several Bechtel Corporate tools, such as, the Bechtel Project Execution Guidelines (Attachment 1), the Bechtel Project Execution Plan Guidelines (Attachment 2 and the Project and Planning and Setup Guidelines (Attachment 3).

Other key transition scope elements include Functional Management reviews as described in Section 3 above..). The Bechtel Key Activities for Successful Execution (KASE) Process will be used as one method for performing these reviews.

5. Transition Schedule

The UPF Transition Schedule is included in the CNS Transition Schedule (Figure 16, CNS Y-12/Pantex Transition Plan), which is based on the UPF work breakdown structure (WBS) described in Section 4, Transition Scope. The only transition deliverable directly associated with the UPF is the delivery of the updated Project Management Plan (PMP), due not later than 90 days after the start of the transition (CNS Y-12/Pantex Transition Plan in Figure 2). The Transition Schedule is based on the resources identified in Section 6.

6. Transition Staffing

The UPF staffing plan is included in the CNS Staffing Plan (Figure 17, CNS Y-12/Pantex Transition Plan).

7. Transition Communications

The UPF Transition Team will participate in and comply with the CNS Transition Communication Plan. Given the unique transition of the majority of the UPF staff to BNI, a UPF Web page will be created on the CNS transition Web site. Further, "town hall" meetings involving the UPF staff and led by Carl Strock will be conducted to ensure that employees clearly understand the transition plan. All external communication will be managed by Jim Haynes or his designated media representative.

8. Continuity of Operations

One of the key benefits of awarding CLIN 2 to CNS is continuity of operations. The majority of people currently associated with the project will continue in their current positions, providing assurance that momentum will be maintained through the transition period and continue without interruption after takeover. In conformance with the Y-12/Pantex Transition Plan (Paragraph 8. Continuity of Operations and Security), the UPF Transition Team will:

- Coordinate all incumbent contractor interfaces through the incumbent contractor's Transition Manager.
- Avoid communicating directly to incumbent employees during normal working hours without concurrence of the incumbent contractor, except for the essential actions required to support hiring of the CNS workforce.
- Adhere to specific criteria established by CNS related to the hiring process.
- Provide information to the incumbent employees through the CNS Web site, town hall meetings, and mailings to their home addresses.
- Map employees and budgets to the CNS structure during transition.
- "Blue sheet" and adapt work processes and procedures necessary for continuity of operations by CNS prior to contract takeover.
- Assume all management and operating systems, permits, licenses, safety bases, work control processes, and subcontracts will remain in place at contract turnover.

- Continue to execute ongoing or planned work packages with minimal interruptions. To the extent possible, changes to work packages will be limited to blue-sheeting of processes or conversion to subcontractor processes.
- Map incumbent contractor budgets to the CNS WBS. The most significant aspect of this provision is that BNI will generally implement reduced rates when the UPF is executed as a subcontract.
- Novate all existing subcontracts, notably the engineering subcontracts, as currently written.

BNI, as the UPF subcontractor, will comply with the above elements during the transition period, especially where interaction with incumbent employees is concerned.

9. Human Resources Management

BNI will map incumbent employees to the UPF execution organization and provide the result to CNS Human Resources not later than Day 30 of transition. It is assumed that the current UPF contractor will provide UPF project personnel rosters and organization charts to facilitate the mapping process. BNI will map incumbent employees to a new UPF execution organization and provide the result to CNS Human Resources not later than Day 30 of transition. Incumbent employees will be categorized as those required full time, those required part time (generally M&O employees who support the UPF as required), and those not necessary following turnover. Those identified for continued full-time employment on the project as BNI employees will be notified not later than Day 90 of the transition that they will be released from the M&O at turnover and offered employment with BNI. Employees identified as excess to project full-time needs will receive the same consideration as non-UPF incumbent employees for employment within the M&O in accordance with the Y-12/Pantex Transition Plan (Paragraph 9. Human Resources Management) and will be notified of their status not later than Day 90 of the transition.

10. Financial Management

UPF financial management activities during the transition period will be overseen by the CNS Chief Financial Officer in accordance with Section 10 of the Y-12/Pantex Transition Plan.

11. Facility Walkdowns, Due Diligence, Material Differences, and Property Inventories

The overall Transition Plan provides for walkdowns to be conducted in accordance with the Y-12/Pantex Transition Plan (Paragraph 11, Facility Walkdowns, Due Diligence, Statement of Material Differences, and Property Inventories). To the maximum extent possible, these walkdowns will be conducted concurrently by CNS and BNI to facilitate the transfer of responsibility under the subcontract. It is not expected that the UPF transition will include facility walkdowns; property inventories will be managed and transferred.

12. Transition Facilities

The UPF Transition Team may be collocated with the CNS Transition Team

13. Readiness Reviews and Transition Closeout

The UPF Transition Team will participate in all readiness reviews with the CNS Transition Team.

ATTACHMENTS

Attachment 1 Project Management Plan Checklist

Attachment 2 Project Management Plan Guidelines

Attachment 3 Project Planning and Setup Guidelines (Ref. Key Elements 4 and 9).

Appendix D
Pantex/Y-12
Uranium Processing Facility
Transition Plan

Attachment 1
UPF Project Management Plan Guidelines

March 3, 2014

Consolidated Nuclear Security

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Acronyms:

AEU	Affiliated Execution Unit
CM	Construction Manager
DOR	Division of Responsibility
EPC	Engineering, Procurement and Construction
ES&H	Environmental Safety and Health
FOAK	First of a kind
GBU	Global Business Unit
JV	Joint Venture
KPI	Key Performance Indicator
LD	Liquidated Damages
LSTK	Lump-sum Turnkey
NPV	Net Present Value
NTP	Notice to Proceed
OHO	Other Home Office
P&ID	Piping & Instrumentation Diagram
PEP	Project Execution Plan
PESP	Project Execution Strategy Plan
PIPs	Process Improvement Projects
PM	Project Manager
PMP	Project Management Plan
PPSG	Project Planning and Setup Guidelines

PQP	Project Quality Plan
T&L	Traffic and Logistics
TIC	Total Installed Cost
WBS	Work Breakdown Structure

1. EXECUTIVE SUMMARY

To preclude undue repetition throughout the Project Management Plan (PMP), this section should provide an overview of the project by briefly summarizing its salient aspects, as listed herein, and provide references to the appropriate sections for the associated detail.

1.1 GENERAL PROJECT INFORMATION

Briefly describe the type of project, including its location, major equipment, capacities, and output; fuel; cooling; and other salient characteristics. Refer to Section 3.1, Project Baseline for details.

1.2 PROJECT OWNERSHIP/SPONSORS

Briefly describe the project sponsor(s) with whom we have entered into a contract, including percent ownership and company background. Refer to Section 3.6 for details.

1.3 MAJOR PRIME CONTRACT CONSIDERATIONS

Summarize the prime contract structure and associated contracting entities, including split contracts, and wrap agreements if applicable. Provide highlights of key contract provisions, including schedule, performance, and acceptance guarantees, liquidated damages or bonuses associated with such guarantees, contract liability caps and subcaps, warranty and post-completion responsibilities, bid list restrictions, and any other unique or unusual contract obligations or performance incentives. Refer to Section 3.4 for details.

If in a consortium, joint venture (JV), or partnership, provide highlights of the partnering agreement, including leadership responsibilities, authorities, allocation of liability, and major commitments or arrangements made among the partners.

1.4 PROJECT FINANCING

Describe the project financing, and highlight any unique sourcing, local content, invoicing, or other requirements that may be associated with the financing agreements. Refer to Section 3.6 for details.

1.5 PROJECT OBJECTIVES

Highlight the key strategic objectives that have been established for the project, e.g.:

- Execute a zero-accidents policy
- Complete the project per contractual quality and schedule commitments
- Mitigate potential adverse risk consequences
- Achieve customer goals and objectives
- Perform the project within budget

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- Meet or beat the plant performance requirements (gain plant performance bonus)
- Meet or beat the schedule (gain early completion bonus)
- Meet or beat established environmental, safety, and health (ES&H) key performance indicator requirements
- Achieve project team
- Achieve key performance metrics as established for the project

1.6 KEY RISKS – HIGHLIGHTS AND MITIGATION

Summarize the major risks associated with project execution, identify the steps to be taken to mitigate these perceived risks, and indicate who is responsible for tracking throughout the project's life. Refer to Section 5.0 for a detailed discussion of the risk management plan.

At a minimum, address the following areas:

- Risks identified in the 222 letter(s) and 224 letter(s)
- Project execution risks: some examples include; (do not repeat if covered above by the Management Approval Letters i.e.; 222 and 224)
  - Technical risk (especially new technologies, or first-of-a-kind [FOAK] issues)
  - Subsurface risks
  - Engineering/other home office (OHO) performance risk
  - Customer, JV Partner, major supplier, affiliated/alternate execution unit (AEU) interfaces
  - Working with a new customer
  - Construction performance risk
  - (Sub) contractor risk
  - Expatriate content
  - Management of suppliers (especially, new/unproven)
  - Total installed cost (TIC) risk
  - Labor risks
  - Consortium/JV risks
  - Traffic and Logistics (T&L) risks (including heavy haul to the site)
  - Customs, duties
  - Environmental risks
  - Hazardous operations risks
  - Schedule risks
  - Permitting risks
  - Pricing risks
  - Payment risks
  - Plant performance risks
  - Lump-sum, turnkey (LSTK) pricing risk (including currency issues as appropriate)

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- Customer Program-related risks
- Project location risks (local politics, security, labor availability, quality)
- Plant warranties

1.7 EXECUTION STRATEGY AND APPROACH

Briefly describe the approach and strategy for execution, addressing key areas such as extent of use of AEUs or multiple execution offices/locations, JV partner roles, design subcontractors, pre-/post-Notice to Proceed (NTP) work scopes, construction approach (e.g., direct hire, construction management, camp), commitment to and use of the TIC program, and startup approach (e.g., by Bechtel or by others). Review key issues of the project execution strategy plan (PESP) developed during the proposal phase. Refer to and summarize the results of Section 2 in this section of the Executive Summary.

1.8 ENVIRONMENTAL, SAFETY, AND HEALTH

Briefly describe the project's approach to ensuring the safety and health of all persons working on or visiting the project. Include a description of the ES&H planning process, the risk assessments to be performed based on the proposed scope of work, and the development of the project-specific ES&H execution plan. Briefly describe how the project will comply with customer programs and environmental requirements.

1.9 SECURITY

Briefly describe the project's approach to ensuring the security of the jobsite and of all persons working on or visiting the project, and with proposed emergency and evacuation planning and notification requirements. Describe contingency plans for any predominant weather conditions (e.g., hurricanes) and approaches for ensuring the security of Bechtel property, intellectual property, and resources.

2. PROJECT GOALS, OBJECTIVES, AND EXECUTION STRATEGY

2.1 VISION STATEMENT

State the project's Vision Statement. This statement reflects the team's vision of the customer, partners (if applicable), and itself. The execution strategy should also be reflected in the statement. The Vision Statement needs to be a vision shared by the entire team and should have the buy-in of the project's key stakeholders. The Vision Statement is most often generated during teambuilding early in the project life, or by soliciting the voice of the customer during the Six Sigma strategic gap analysis.

2.2 GOALS AND OBJECTIVES

List the key strategic objectives and project goals that have been established in recognition of and in order to achieve the above vision. Goals should align with objectives in Section 1.5 and should be specific (i.e.; the actual goals).

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The goals should include a clear definition of how the project will know they are achieved (e.g.; metrics and timeline). Goals should not be included that cannot be quantified (measured).

Typical goals and objectives are as follows:

- Execute a zero-accidents policy; achieve ES&H key performance indicators
- Perform in accordance with contractual quality and schedule commitments
- Prevent adverse risk consequences
- Achieve customer program goals and objectives
- Perform the project within budget
- Optimize net present value (NPV) or achieve lowest total installed capital cost as determined by customer goals and objectives
- Reduce quantities; limit growth in scope
- Meet or beat the schedule (earn early completion bonus)
- Meet or beat the plant performance requirements (earn plant performance bonus)
- Meet or beat established project key performance indicator (KPI) requirements
- Achieve project team satisfaction
- Comply with all environmental, occupational health, hygiene, and safety regulations
- Establish proactive community relations at the site

2.3 OVERARCHING PRINCIPLES

Describe the principles and approaches to be used to meet the goals and objectives, e.g.:

- Have all team members endorse project goals and objectives
- Identify potential risks and mitigation strategies; actively manage risks
- Identify problems and issues early; communicate them with management early
- Ask for help if needed
- Sponsor a proactive and effective TIC approach with a focus on optimization, quantity, and cost reduction
- Openly encourage team-based innovation
- Work the schedule; establish visible short term milestones (e.g., piping and instrumentation diagram [P&ID] freeze, site mobilization)
- Support, and use the services of AEUs
- Identify and actively manage the interfaces with the customer, partners, AEUs, and suppliers
- Provide opportunities for personnel development
- Establish proactive and positive community relations at the jobsite

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2.4 EXECUTION STRATEGY AND APPROACH

Provide a brief but concise description of the approach and strategy for executing the contract scope of work, including a description of this scope of work and addressing key areas such as the extent of use of AEUs or multiple execution offices/locations, JV partner roles, design subcontractors, pre-/post-NTP work scopes, construction approach (e.g., direct hire, construction management, camp), commitment to and use of the TIC program, and startup approach (e.g., by Bechtel or by others). If a PM/CM contract, describe our scope of work and how we interface with the owner and other key project entities. Review key issues of the PESP if developed during the proposal phase.

The primary focus in this section shall be the use of cross-functional and functional execution plans to clearly define the execution strategy and approach for the project. The key distinction is that the cross-functional plans are topical in nature, where the project team can explain how they will work to achieve the key objectives of the project in an integrated fashion. These topical plans will be unique for each project, depending on the project's critical path and key execution risks, as well as the division of responsibilities of the project execution entities. For instance, a solid fuel power plant may have a topical cross-functional plan that describes in detail the plan for the boiler, starting from the integrated approach to engineering release, material delivery, and erection plan; whereas a civil project could describe the EPC approach to a tunnel.

A PM/CM contract must evaluate the overall roles and responsibilities of the key executing entities and develop a custom execution strategy for that project. All of the elements below are important, but should be adjusted to align with that project's individual characteristics.

2.4.1 Work breakdown structure (WBS) and organizational division of responsibility (DOR) – Define at the outset of the project the overall project WBS and define the organizational responsibilities for executing its elements in conjunction with this WBS. Fundamental to this are the decisions on what portion of the project is engineering (E); engineering and procurement (EP); engineering, procurement, and construction (EPC); or (sub)contract responsibility. In addition, an approach to achieving the lowest TIC or best NPV, as determined by customer requirements, needs to be established, and TIC teams should be considered for cross-functional execution and cost and schedule accountability versus a functional alignment. Consider a cross-functional WBS and organizational breakdown structure for cost and schedule accountability.

2.4.2 Cross-functional topical execution plans – Describe the cross-functional work process approach, including engineering; constructability reviews; detailing; material supplier orders; fabrication; shipping and logistics; onsite storage; onsite fabrication and modular erection; degree of modularization from the fabricator; erection and rigging; coating; and, in particular, overall erection sequencing. These cross-functional areas may

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also be assigned on the basis of TIC teams, Six Sigma process improvement projects (PIPs), or KPI responsibility assignment. Examples of cross functional topical execution plans include:

- Structural Steel
- Rail Stations
- Major mechanical equipment package (Boiler, LNG tanks)
- Major electrical equipment package (Switchyard)
- Major subcontracts- design build (Fuel Handling)

2.4.3 Functional execution strategies and plans– These sections define for each department its delivery model specific to the project. Care should be taken to not be redundant to information and plans covered by the topical execution plans in section 2.4.2, nor to repeat information that may be included in Volume 2 of the PMP related to standard work process or organizational structures. Define for each function the summary level execution strategy for the project that forms the basis for detailed execution planning, estimating, and scheduling.

2.4.3.1 Engineering delivery model – Define affiliated execution office execution strategy and scope, (sub)contracted engineering, level of detail for deliverables in terms of support to (sub)contract execution and/or direct-hire execution, and overall automation integration strategy. Define the critical path sequence, including process design and major equipment vendor information, timelines, and sequencing.

2.4.3.2 Supply chain management/Materials management – Define the major equipment suppliers, (sub)contractors, and approach to bulks. Define the basis for competitive bids versus sole source and use of Bechtel or customer strategic suppliers.

2.4.3.3 Contracts Management – Define the major contracts that support the execution plan. Define the basis for competitive bids versus sole source supply and the use of Bechtel or Customer preferred Contractors.

2.4.3.4 Construction delivery model and sequence – Define the overall execution approach to direct hire versus (sub)contracted scope of work, overall build plan and sequencing, critical path areas and erection operations, winter/summer month constraints, labor strategy, and other high-level construction strategies.

2.4.3.5 Startup and commissioning delivery model and

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sequence – Define the contract scope of work and turnover boundaries with the owner; the role of major equipment suppliers or process area (sub)contractors or affiliates/partners; use of owner operators; fundamental turnover, commissioning, and startup philosophy; and major startup operations sequence and strategies.

2.4.4 Major project milestones – Define milestones within the project to achieve the project's overall completion. Define the critical path in conjunction with the execution strategy to achieve these milestones, e.g., out of the ground, steel erected, major equipment placed, 80% of the bulks. Major project milestones are shown on the project's Milestone Summary Schedule which should be included as APPENDIX A.

2.5 KASE / GATED REVIEWS

As part of the project's execution, the KASE (key actions for successful execution) gated review process should be employed. The KASE process outlines a series of gates associated with project milestones that the project would conduct a readiness review with functional management before proceeding to the next phase of the project. Projects should use the KASE process as a reference, but develop a specific set of gates/reviews that support the scope of the job, the contract terms, and our customer and/or JV partners working relationship.

3. PROJECT BASELINE

The project baseline is a key element of the PMP. It translates on EPC projects of Bechtel's contractual commitments of scope, schedule, and budget into specific working documents that the project team uses routinely to successfully execute the work. On PM/CM contracts, it identifies the owner's baseline in the above areas and how Bechtel will participate in achieving the baseline objectives. It establishes the parameters within which the project team is expected to perform and against which its progress is measured. Consideration needs to be given to breaking down the project baseline consistently with the TIC approach as applicable to the project. The baseline also provides the basis for ongoing reconciliation of contract deliverables through scope change management. The project baseline reflects:

- What we have to do…i.e., the scope
- When we have to do it…i.e., the schedule
- What will it cost us…i.e., the budget

The baseline is made up of the following:

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- Scope of Work and Services
- Project Schedule
- Project Budget
- Contract Terms and Conditions

The above are controlled documents and their respective details should not be repeated herein. The project should provide summary level information such that the execution plan and risk mitigation strategies can be understood.

3.1 SCOPE OF WORK AND SERVICES

Scope definition is important because it provides:

- Focus for program objectives
- Common understanding of specific expectations and requirements
- Accounting for all the work
- Basis for schedule development
- Basis for budget development
- Framework for managing change

The execution plan should summarize the work to be preformed, including:

- Physical work
- Products and services
- Technical requirements
- Quality standards
- Geographical location (site info)
- Safety requirements, and
- Time frame

3.1.1 Project Site Information

Provide a description of the project site and surrounding area, including site size, elevation, and boundaries, host industries, local facilities and infrastructure, closest large cities with airport access, means of access for light/heavy deliveries, maps, etc. Also provide a geological description of the site, addressing any required excavation or backfill, soil conditions and anticipated foundation constraints, unusual underground or aboveground features, wetlands, special environmental constraints, and archaeological constraints, and their impact on project execution.

3.1.2 Project Technical Scope Description

Provide a description of the project scope, including major equipment and characteristics (including vendor[s], energy source[s], emissions and pollution control), plant cooling approach, water source and quality, switchyard and transmission scope (if applicable), significant host

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interfaces, and any other salient project-specific scope. Identify applicable codes/standards/ regulations/permitting. Identify key ES&H issues, constraints, etc.

3.1.3 Project Services Scope Description

Provide a general description of the scope of services to be performed or excluded (e.g., engineering, procurement, construction, startup, project management) and Bechtel's role versus the other key execution entities.

Identify any key areas that are in Bechtel's scope or that Bechtel will support that are typically excluded from an EPC role (e.g., operations, customer's licensing, permitting activities).

3.1.4 Project Guarantees and Warranties

Performance:

- Summarize key plant operating characteristics to be guaranteed (e.g., output, Noise, emissions)
- Identify any associated liquidated damages (LDs)
- Identify which aspects are covered by wraps from the equipment suppliers
- Reference the section(s) below that contain the associated details on risk mitigation plans

Schedule:

- Summarize our guaranteed schedule commitments if any, and associated LDs
- Reference the section(s) below that contain the details on risk mitigation plans

Warranties:

- Summarize the contractual requirements for warranties
- Identify which aspects are covered by the equipment suppliers
- Reference the section(s) below that contain the details on warranty management
- Correlate these items to contractual completion milestones such as mechanical completion, substantial completion, final completion, and acceptance

3.2 SCHEDULE BASELINE

The schedule baseline is the basis for measuring and reporting schedule performance

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and reflects the duration and sequence of project activities and the commitment dates by which major project activities must be accomplished. The schedule baseline is summarized in the Project Master Schedule or Milestone Summary Schedule, and establishes both the framework for detailed schedule development and the priorities for work completion. Included in the baseline are various scheduling tools based on the specific project such as:

- Schedule milestones
- Work execution plans
- Quantity release and installation curves
- Staffing curves

Schedule information to support a baseline must be developed by Bechtel, provided by subcontractors, and/or relayed by the owner.

3.3 BUDGET BASELINE

The budget baseline is typically derived from the approved estimate for the project. On PM/CM projects, budgets may come from a number of sources coordinated by the owner. Typically, the baseline includes:

- Budget definition for material and labor components
- Basis for cost control of materials and labor components, including ownership and accountability for all items
- Definitions for corresponding account codes
- Basis for change control
- Cash flow requirements

3.4 PRIME CONTRACT KEY TERMS AND CONDITIONS

Major prime contract considerations were highlighted in Section 1.3 and provide an executive overview of the contract. This section is intended to provide additional information on the key contract terms and conditions.

Describe, in detail, the prime contract structure and associated contracting entities, including consortium or partnership, split contracts, and wrap agreements if applicable. Provide details of key contract provisions, including schedule, performance, and acceptance guarantees, liquidated damages or bonuses associated with such guarantees, contract liability caps and subcaps, warranty and post-completion responsibilities, bid list restrictions, and any other unique or unusual contract obligations or performance incentives.

If in a consortium, joint venture (JV), or partnership, provide details of the partnering agreement, including leadership responsibilities, authorities, allocation of liability, and major commitments or arrangements made among the partners. If in a PM/CM role, provide Bechtel's contractual commitments and our ability to influence the outcome.

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3.5 MAJOR EQUIPMENT SUPPLIERS

Provide DOR information for the major equipment vendor(s), if different from, or in the absence of a consortium/JV. Clearly define all interfaces/responsibilities.

3.6 OWNER FURNISHED SCOPE AND SERVICES

Describe the customer's/owner's group members and their respective roles and responsibilities in project execution, during both construction and operation. Describe the customer's/owner's authorities and the extent of reviews and approvals inherent in the contract.

Identify and describe the customer's/owner's engineer and its role, if applicable. Describe the plan for ensuring compliance with contract requirements, including the plan to screen the customer's/owner's or bank's/financing agency's engineer requests to ensure that they do not exceed contractual commitments.

Identify any associated jurisdictional authorities or approval agencies with which Bechtel must interface in regard to design approvals, permitting, or contract awards.

Highlight what we see as the customer's goal and expectations and document our strategy to align our goals with the customer's to achieve a win-win situation, including our approach to customer relations.

Refer to Sections 4.2.2 and 4.2.3 for descriptions of customer interface management.

3.7 PROJECT FINANCING PLAN AND REQUIREMENTS

Explain the ownership group's customer source of project financing, funding cycle, and any resulting requirements, such as local content or equipment sourcing obligations or restraints. Reference the project plans to satisfy these requirements.

3.8 DEVELOPMENT PHASE TO NOTICE TO PROCEED

Describe the authorized schedule and scope of work (if applicable) that was completed before NTP.

If the development team is different from the execution team, describe the transfer and hand-off process from development to execution, identifying key team members (including AEUs) who may be transitioning into execution.

4. PROJECT EXECUTION PLAN

4.1 ORGANIZATION

Describe in this section the overall project execution organization, identifying Bechtel's

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role (e.g., turnkey contractor, consortium/JV leader/member, project or construction manager, or [sub]contractor). Also, identify the Bechtel business organization(s) under whose auspices the project is to be executed.

Reference here and provide in Appendix B all appropriate organization charts discussed in this and other sections of the PMP. For ease of understanding and review, it is preferred that the entire organization for each company be portrayed on a single sheet. For complex project teams such as those on consortium projects, overlays of the company organization charts should be included (on a separate sheet) highlighting roles and responsibilities and showing the interfaces.

4.1.1 Bechtel Project Organization

Describe the Bechtel Project Management team and the reporting relationships within the team, identifying the key positions. Address key positions in the execution office, the project site, AEUs, and any other locations where significant work activities are being performed. Prepare a multi-location execution interface plan containing this information.

If in a consortium/JV or other integrated team arrangement, denote which positions are to be staffed by each organization involved. Also, describe any key interrelationships among senior (off-project) management of all partners/members.

If in a PM/CM role, describe organizational interfaces between the owner, Bechtel, and the contractors.

If the project is going to employ a TIC approach, a TIC team organization may be established in addition to the classic functional organization. Teams may be established based on contracting structure, unique project characteristics, and risk profile to best control individual project execution.

4.1.2 Customer’s Organization

Describe the customer’s team and the reporting relationships within the team, identifying the key positions and describing their associated roles, responsibilities, and authorities.

4.2 PROJECT INTERFACES/CUSTOMER RELATIONSHIPS

4.2.1 General

Describe the approach to interfacing with the customer and other key project team members (including outside entities, key suppliers, and [sub] contractors). Refer to Section 4.3.1 for a description of Consortium/JV interface management. Identify who can make commitments on behalf of the project members, and identify any levels or limitations of these authorities. Cross-reference appropriate formal communications procedures described in Section 5.5. Illustrate interfaces both graphically and in a matrix.

Describe the plan for holding formal customer/project team alignment meetings as

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well as the issues resolution process that is agreed upon with the customer.

In addition, describe the plan for the routine coordination meetings that should be in accordance with the project zipper plan (see Section 4.2.2). The interfaces with the customer should result in open, frequent communication that provides the project manager and team with constructive feedback on performance and expectations.

Describe how the Project Manager will facilitate communications, relationships, and teambuilding, and the interface with the major equipment supplier(s) and (sub)contractors.

Describe how the services of the project procurement manager and the project contracts manager will be used to maintain the proper emphasis and focus on critical long-lead-time procurements and construction (sub)contracts on the project's critical path.

4.2.2 Project/Customer Interface: Zipper Plan

Include a project zipper plan as part of Appendix B to the PMP, as appropriate, which shows the alignment/interface between key customers and their Bechtel project counterparts. Some project managers keep a status of these interfaces in the plan. The zipper plan may also include planned communication methods and meeting frequency, including frequency of key executive meetings. The zipper plan may be shared with the customer, depending on the needs of the project, and can be depicted graphically and/or in a matrix.

4.2.3 Teambuilding

As described in the Project Planning and Setup Guidelines (PPSG), teambuilding is a critical element of successful projects. The Project Manager owns the teambuilding approach for the project. Describe the project's approach to teambuilding, including frequency and participation by the customers, consortia/JV, major equipment suppliers and (sub)contractors, and key jobsite personnel.

4.2.4 Orientation/Indoctrination

Describe the methodology proposed to orient new team members to the project.

4.2.5 Meetings

Describe the face-to-face meetings and teleconferences proposed to facilitate communication and coordination (e.g., kickoff meetings, safety coordination meetings, plan-of-the-day meetings, short-term work plan meetings, progress review meetings, major supplier weekly status teleconferences, major [sub]contractor progress and coordination meetings, jobsite teleconferences, trend meetings, and TIC meetings).

Identify the reports and information for use as references for each meeting to ensure that reports and meetings are in alignment. Making sure that meetings and information properly align is critical; otherwise, reports may end up not being

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used, and the right information may not be available at meetings to drive the decision-making process.

The meetings and report requirements should be summarized in the Meeting Plan and Reports Matrix, and should be included as Appendix K.

4.3 WORK PLAN

4.3.1 Roles and Responsibilities and Interface Management

Provide in this section a summary description of the approach to managing the interfaces among the various entities. Also, describe permitting activities and allocation of responsibility between the project and the customer's organization and with any outside approval agencies (e.g., state approval boards). Other considerations applicable for consortium/JV partners include the welding/nondestructive examination program, safety program, and document control processes and software. See Appendix C for a DOR document.

4.3.2 (Sub) contract Matrix

Include as Appendix G a detailed (sub) contract matrix identifying the major work scopes to be (sub)contracted and to whom. For projects located outside the US, indicate the country of origin on the matrix. Provide in this section a summary description of the philosophy and content of this matrix.

4.4 FUNCTIONAL DEPARTMENT OVERSIGHT

It is the intent of this section to ensure that the plan for functional and project reviews is established up front, and coordinated with the functional departments, operations, and senior management, and this plan then documented in the PMP. The project should take the lead in establishing the timing and scope of the planned reviews, such that both corporate requirements, and project needs are jointly satisfied.

4.5 PROJECT MILESTONE SCHEDULE

The schedule is based on the contract and is jointly owned by the project team where all members are accountable for the planning, preparation, and integration of the schedule. Each project’s milestone schedule is different based on the contract scope and participating entities.

4.6 PRIME CONTRACT MANAGEMENT

A key element of any successful project is skillful management of prime contract interfaces. A prime contract compliance plan is a mandatory element of the PMP. Included in the prime contract compliance plan (Appendix E) are the following:

- Contract baseline review and team appraisal

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- Contract compliance matrix
- Contract management responsibilities matrix
- Contract management schedule
- Contract management liability containment plan
- Pending items and change order procedure
- Team commercial awareness training plan
- Corporate entities responsible for execution, including legal registration and administrative requirements

4.7 PROJECT QUALITY PLAN

Section 18 of the Project Management Manual describes the steps in establishing the Project Quality Plan (PQP) and provides an outline of a PQP document suitable for the PEP. The following describes some of the essential elements of this plan.

4.7.1 Documentation

The project's quality system requirements, in conformance with the Bechtel quality system, are documented in the PQP. The PQP reflects the specific contract requirements and provides assurance that the products and services provided are of a quality level commensurate with customer expectations. The PQP addresses and envelopes the entire work scope of the project, including the AEU. Avoid separate quality plans among various work locations because they can result in fragmented or divergent objectives and methods.

A standard PQP template for a typical Bechtel project is currently in development. The standard PQP is to be modified by the project to reflect specific or unique requirements imposed by the contract and/or a different project setup made necessary by consortium/JV and/or unique contract requirements. The PQP is approved by the project manager and the regional quality services department manager and is included in the PMP as Appendix E.

4.7.2 Implementation

Describe the PQP's implementation process, including integration of requirements among separate work locations and training of off-project groups. The policy level requirements are translated into procedures and work instructions by each functional department and are supplemented, as necessary, by project procedures to deliver a quality product. Personal attitudes toward quality cannot be allowed to influence the quality of the delivered product. Following are some of the key implementation elements inherent in the PQP that provide a sustained quality level product or service:

- Maintain a visible contract compliance matrix
- Use efficient and state-of-the-art-work procedures to maximize productivity

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- Use cost-effective procurement (supply chain) processes to ensure conformity of the product to specifications
- Use proven construction methods efficiently and effectively to minimize rework
- Establish and implement a measurement system with an objective to minimize rework and improve quality and productivity

4.7.3 Assessment

To the extent they may be different than the Quality Management department standards procedures, describe the project's quality assessment plans.

4.8 ENVIRONMENTAL, SAFETY AND HEALTH

The project specific ES&H program should be included as Appendix H. To the extent that project specific conditions warrant special ES&H considerations, these should be documented in this section. Any deviations to the ES&H core processes or standard roles and responsibilities should also be described in this section.

4.9 PROJECT SECURITY PLAN

Describe the preparation and implementation of a project security plan (see Appendix J) to ensure the safety of all workers and visitors. Describe the key elements of the plan and any overlap with the customer's security program.

Indicate that an emergency action plan, including emergency preparedness and emergency evacuation planning, is to be part of the implementation of the emergency preparedness plan. Do not duplicate this process as part of developing the security program; however, include a cross reference to this plan.

4.10 PROJECT SIX SIGMA PROGRAM

Describe how projects plan to use Six Sigma teams and methodologies for continuous improvements, structured problem solving, and knowledge management. This section can also be used to describe how the project will utilize the strategic gap analysis process to drive project performance and/or achieve stretch goals.

4.11 PERFORMANCE REPORTING

In preparing the project's performance metrics, observe the following practices:

- Assure all work scope is included in performance calculations
- Performance metrics align with the overall project's organizational and accountability structure
- Performance is tracked for both direct hire as well as subcontractor performance in accordance with the overall project roles and responsibilities

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- Process scope changes and adjust discipline budgets accordingly
- Process trends and adjust discipline forecasts accordingly*

Establish a project website to publish electronic copies of the project performance reports in lieu of mailing hard copies. This system can be accompanied by e-mail notifications to designated recipients that the associated files are available. Disseminate the reports in their native electronic format; avoid scanned documents or pdf files generated by scanning.

4.12 TREND PROGRAM

The trend program is owned by the project leadership structure depending on the contract structure. In general, the project manager owns the trend program and it is implemented and administered by a project controls trend engineer. All members of the project team are key players in the program. All team members are responsible for identifying potential impacts to the project. To the extent the project intends to deviate from any of the trend program standard procedures, these deviations should be documented in this section.

4.13 CUSTOMER ISSUES

Describe any unique customer issues, not reflected in Section 4.2, which may affect the execution of the work.

4.14 BEST PRACTICES/LESSONS LEARNED

Describe the process to be used at the beginning of the project to solicit and incorporate best practices/lessons learned from the functional departments, including use of the Bechtel Lessons Learned program . Also, describe the process that the project is to use to identify and disseminate best practices/lessons learned to the functional departments, including use of the Bechtel Lessons Learned program.

4.15 ENVIRONMENTAL COMPLIANCE PLAN

In many respects, protecting the environment can be a matter of personal attitude. Personal attitudes must not be allowed to influence environmental compliance planning. All parties to project execution—Bechtel, the customer, contractors, (sub)contractors, and suppliers—should be made aware that failure to meet environmental compliance requirements can result in personal exposure to civil and criminal penalties including

Project specific considerations should be listed in this section and the Environmental Compliance Plan (ECP) included as Appendix J. The ECP should include project specific environmental plans for each department, as appropriate:

- Engineering Environmental Compliance Plan

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- Procurement Environmental Compliance Plan
- Construction Environmental Control Plan
- Startup Environmental Compliance Plan

4.16 PERSONNEL MANAGEMENT

The project must have a plan for developing and managing resources (people) on project. This plan should define the requirements for the proper orientation of newly assigned personnel to the project, as well as the requirements for project-specific, technical, and on-the-job training. Define the requirements for training records for the functions to implement in accordance with the contract and Bechtel's internal processes for training and development.

The project manager is responsible for establishing the human resources policies and procedures applicable to the assigned personnel, including the assignment conditions applicable to site and other off-project locations.

The project manager, in conjunction with project administration and human resources representatives, is responsible for developing other administrative and personnel policies, including travel policies and procedures. To the extent that the project deviates from Bechtel's policies or approved administrative practices, these should be documented in this section.

5. RISK MANAGEMENT PLAN

5.1 PRIME CONTRACT RISKS AND MITIGATION PLANS

Provide detailed write-ups for all contract-related issues identified during the risk management process. Examples of risks to consider include those associated with the following:

- LSTK pricing
- Job hours (perform as sold)
- Currency exchange
- Tax and import duties
- Import duties
- Prime contract scope/variations
- Schedule liquidated damages
- Performance liquidated damages
- Force majeure
- Property damage
- Indemnities
- Scope control management
- Insurance/difference in conditions (DIC) (including marine cargo, etc.)
- Subsurface
- Technology

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5.2 PROJECT LOCATION RISKS AND MITIGATION PLAN

Provide detailed write-ups for all project location-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Subsurface
- Local supplier/contractor performance
- Payment
- Political/governmental intervention
- Local pricing/escalation
- Currency exchange
- Complexity of traffic and logistics
- Permits

5.3 ENGINEERING EXECUTION AND TECHNICAL RISKS AND MITIGATION PLAN

Provide detailed write-ups for all engineering-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Schedule
- Plant performance guarantees
- Environmental guarantees
- Technology (new technology, fuel-related, ramp rates, etc.)
- Design (first of a kind, seismic, wind, unfamiliar codes or conditions, marine, areas of perceived weakness, etc.)
- Quantity
- Customer/local agency review
- Execution performance, including AEU

5.4 SUPPLY CHAIN RISKS AND MITIGATION PLANS

Provide detailed write-ups for all procurement-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Vendor design receipt and equipment deliveries
- Traffic and logistics
- Customs clearance
- Foreign content requirement
- Prime contract flowdown
- Pricing for major equipment and commodities

5.5 SUBCONTRACTOR AND PARTNER EXECUTION RISKS AND MITIGATION PLANS

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Provide detailed write-ups for all contracting-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Prime contract flowdown
- Pricing risks of major (sub)contracting relationship versus self-perform

5.6 CONSTRUCTION EXECUTION RISKS AND MITIGATION PLANS

Provide detailed write-ups for all construction-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Limited experience with local practices, or with local contractors
- Licenses and permits
- ES&H
- Hazardous operations
- Craft or (sub)contractor productivity
- Construction quality
- Staffing (crafts, local nationals)
- Weather
- Language/communications barrier

5.7 STARTUP EXECUTION AND WARRANTY RISKS AND MITIGATION PLANS

Provide detailed write-ups for all startup/warranty-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Customer/operator experience
- Post-completion warranty obligation
- Prime contract versus purchase order warranty obligation
- Lead time/availability of critical parts or consumables
- Water quality/availability

5.8 CUSTOMER INTERFACE AND RELATIONSHIP RISKS AND MITIGATION PLANS

Provide detailed write-ups for all customer-related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Lack of experience
- Working with a new customer
- Customer relationship and involvement following contract negotiations
- Efficiency of organization
- Financing
- Payment

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5.9 ES&H AND SECURITY RISKS AND MITIGATION PLANS

Provide detailed write-ups for all ES&H and Security related issues identified during the risk management process. Examples of risks to be considered include those associated with the following:

- Unique country risks
- Unique country, or site specific, safety practices or skill deficiencies

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PROJECT SPECIFIC APPENDICES

The intent of the appendices is to aggregate project-specific documents that are too voluminous to be included in the body of the PMP. Appendices shall be cross-referenced to their appropriate main text section(s) for ease of review.

Do not include department or office generic documents, procedures, guides, etc., in the Volume 1 PMP appendices.

All PMPs are expected to include the following appendices. Any additional appendices shall follow these required appendices and shall be identified according to the order in which they are referenced in the body of the PEP.

APPENDIX A – PROJECT SCHEDULES

Attach project milestone summary schedule(s) as described in Section 2.4.4.

APPENDIX B – PROJECTORGANIZATION CHARTS

Attach project specific organization charts as described in Section 4.1.

APPENDIX C – PROJECT CONSORTIUM / JOINT VENTURE DOR

If applicable and as described in Section 3.4, attach a detailed DOR matrix depicting the scope allocation among all partners (this is usually an attachment to the consortium/JV agreement as well).

APPENDIX D – PRIME CONTRACT COMPLIANCE MATRIX

Attach the project specific prime contract compliance matrix as described in Section 4.7:

Contract Baseline Review and Team Appraisal
Contract Compliance Matrix
Contract Management Responsibilities Matrix
Contract Management Schedule
Contract Management Liability Containment Plan
Pending Items and Change Order Procedure
Team Commercial Awareness Training Plan

APPENDIX E – PROJECT QUALITY PLAN

Attach a project-specific quality plan as described in Section 4.8. Do not use a generic plan.

APPENDIX F – PROJECT MATERIAL ASSIGNMENT SCHEDULE

Attach the detailed project specific Material Assignment Schedule as described in Section 2.4.3.2

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APPENDIX G – PROJECT (SUB)CONTRACT MATRIX

Attach the detailed project (sub)contract matrix as described in Section 2.4.3.3

APPENDIX H – PROJECT ENVIRONMENTAL, SAFETY AND HEALTH PLAN

Attach the project-specific ES&H plan as described in Section 4.8. Do not use a generic plan.

APPENDIX I – PROJECT SECURITY PLAN

Attach the project's detailed security plan as described in Section 4.9. This shall include the emergency Evacuation Plan, as well as, an employee contact listing

APPENDIX J – ENVIRONMENTAL COMPLIANCE PLAN

Attach the project's ECP as referenced in Section 4.16

APPENDIX K – MEETING PLAN AND REPORTS MATRIX

Attach the project's meeting plan and reports matrix as described in section 4.2.5

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Appendix D
Pantex/Y-12
Uranium Processing Facility
Transition Plan

Attachment 2
UPF Project Management Planning Checklist

March 3, 2014

Consolidated Nuclear Security

UPF PROJECT MANAGEMETN PLANNING CHECKLIST
20 December, 2012

PROJECT MANAGER'S CHECKLIST
Post-Award or NTP Phase (First 2-4 weeks post-award)

	Yes	No	N/A	Comments
Handoff – Proposal Team to Project Team				
Has the following information been requested from the Proposal Team?				
Request for Proposal				
Final Proposal				
Execution Strategy Plan				
Prime Contract Negotiating Notes				
Scope of Services Document				
Project Scope Definition Document				
Statement of Work by Customer				
Contract Work Breakdown Structure				
WBS Dictionary				
Proposal Cost Estimate				
Proposal Schedule				
Proposed Project Team				
Proposed Project Organization				
Assumptions, Exclusions, Criteria				
Applicable Codes and Standards				
Permitting/Licensing Requirements				
Proposal Meeting Notes, Q&A, etc.				
Records of Meetings, Telecons, etc.				
Environmental/Permitting Issues				
Division of Responsibilities				
Other Supporting Information				
Is the following information available from the Customer?				
Project Technical Scope Document				
Statement of Work				
Bechtel's Scope of Services				
Site Information (geology, hydrology . .)				
Codes and Standards				
Environmental Requirements				
Permitting/Licensing Responsibility				
Schedule Milestones				
Cash Flow Restraints				
Design Criteria				

	Yes	No	N/A	Comments
Customer Hold Points/Approvals				
Final Prime Contract				
Negotiating Notes/Compromises, etc.				
Insurance Requirements, who provides?				
Site Condition Information				
Borings, Climate, Geology, Hydology				
Seismology, Terrain, etc.				
Local Labor Supply				
Site Accessibility (Heavy Shipments)				
Identification of other Supporting				
Organizations not under Bechtel control e.g., Contractors, Joint Ventures, etc.				
Division of Responsibilities				
Reporting Relationships/Authorities				
Site Community/Relations Information				
Has a Proposal/Project Team Handoff Meeting been scheduled?				
Did the Proposal Team prepare a turnover package for the Project Team?				
Were all commitments made to the Customer during the negotiations communicated to the Project Team?				
Has the Project Team developed a list of questions prior to the meeting?				
Have all of the answers and other supporting information been documented and discussed with the Proposal Team for agreement?				
Did the Proposal Team prepare a Project Organization Chart? Identify key Team Members?				
Did the key team members participate in the Handoff Meeting?				
Has the Project Team studied all the information available?				

	Yes	No	N/A	Comments
Project Management Planning and Organizing				
Have the key team members been identified?				
Has a project team organization chart been developed?				
Has the principal location for the Team been identified?				
Has a Project Team Kickoff Meeting been scheduled?				
Held?				
Was all Handoff Meeting information been reviewed?				
Has a Team Building session been held to introduce key team members and discuss experience, interfaces?				
Has a Planning Team been identified?				
Is each Function Represented?				
Is each Service Represented?				
Has a Project Execution Planning organization chart been issued?				
Are responsible people identified? **With names, location, telephone?**				
Are SPOC for each Service identified if not part of the Planning Team?				
Has a Planning Schedule been developed?				
Has a Planning meeting(s) been held?				
Have responsibilities been assigned?				
Has the Planning Team reviewed the Project Execution Plan Guidelines?				

	Yes	No	N/A	Comments
Has the Planning Team reviewed all of the material from the Handoff meeting?				
Statement of Work?				
Scope of Services?				
Technical Scope Proposal Schedule?				
Proposal Budget Risk Assessment?				
Environmental issues?				
Execution Strategy?				
Special issues?				
Other?				
Have Customer expectations, project objectives, mission be explored? Documented?				
Has the Proposal Risk Assessment been reviewed?				
Has a Project Risk Assessment been prepared?				
Is it based on Policy 222 Approval Letter prepared prior to bidding?				
Has the Prime Contract been reviewed?				
Has the Prime Contract Management Manual been reviewed?				
Has responsibility been assigned for completing the Exhibits?				
Has project ownership/sponsors been identified?				
Has a DOR between Bechtel and Owner/Sponsor been prepared?				
Have all participants for the project been identified? (Sub)Contractors, etc.				
Has a DOR been prepared?				
Have approval authorities been identified?				
Does it effective Bechtel's normal project execution processes?				

	Yes	No	N/A	Comments
Contracting processes?				
Administrative processes?				
Have plans, procedures, etc. been identified to accommodate special circumstances/requirements?				
Have key risks been identified?				
Has project financing been reviewed? Cash Flow? Other?				
Has a project Vision Statement been written? Communicated?				
Have project Goals and Objectives been established? Communicated?				
Has the Proposal execution strategy been reviewed?				
Has the Project Team developed their own execution strategy?				
Approach?				
Methods?				
Schedule logic?				
Have Best Practices/Lessons Learned been reviewed? Identified for applicability?				
Has project approval authority been identified and approved?				
Has the Project Team reviewed the TIC Guidelines?				
Are they committed to the principles of TIC?				
Project Baseline Development Phase				
Have the Project Control tools to be used on the project been identified?				
Have training requirements been identified?				

	Yes	No	N/A	Comments
Planned?				
Has an execution logic network been developed?				
Has the project estimate been made?				
Has the project schedule been made?				
Has a Work Breakdown Structure been developed?				
Has the WBS Dictionary been developed?				
Has standard Code of Accounts been Established?				
Has a staffing plan been developed?				
Office/Field profiles, mix, grades?				
Has the schedule been resource loaded?				
Has the preliminary logic network been loaded into the scheduling software?				
Has the WBS been broken down into Control Accounts, Work Packages?				
Has a Responsibility Assignment Matrix (RAM) been developed for the WBS?				
Has a Responsibility Interface Matrix been developed internal to Bechtel?				
Lead role, supporting role, approvals				
Have assumptions, exclusions, inclusions been documented?				
Has the preliminary Project Baseline been reviewed against the "as sold" Contract and commitments?				
Project Schedule; Budget; Scope of Services; Technical Scope; Responsibilities/DOR				

	Yes	No	N/A	Comments
Have the Functional/Service Organizations reviewed the Baseline?				
Have all Functional inputs, if applicable, been incorporated?				
Has a Management Review of the Baseline been conducted?				
Has the Project Baseline been approved?				
Is there a plan and schedule for developing a detailed budget?				
Hierarchy of Schedules?				
Quantity takeoffs?				
Material Assignment Schedule?				
(Sub)Contracting Schedule?				
Is there a plan and schedule for developing the detailed Engineering Plan?				
Procurement Plan?				
(Sub)contracting Plan?				
Construction Plan?				
Constructability Plan?				
Environmental Control Plan?				
Startup Plan?				
Project Controls Plan?				
Automation Plan?				
Prime Contract Management Plan?				
Change Management Plan?				
Environmental Compliance Plan?				
Quality Plan?				
Safety and Health Plan?				
Security Plan?				
Emergency Plans?				
The Licensing/Permitting Plan?				
Communication Plan?				
Public/Community Relations Plan?				
The Project Closeout Plan?				
Other Plans?				
Has a Trend Program been established?				
Has there been a Project Team review of the				

	Yes	No	N/A	Comments
Final Baseline?				
Signoff? Commitment?				
Has the Project Management Plan been approved? By whom?				
Has the PEP been reviewed with the Customer (if applicable)? **Issue the Project Management Plan**				
Is there a Plan and Schedule to keep the Plan Up-to-Date?				
Follow-on Reviews – Functional Oversight **Has there been a Readiness Review?**				
Were key Functional Managers (senior reps.) involved?				
Is the project "ready to go?"				
Is there a plan for continuous review and update of the baseline?				
Project Review Schedule?				
Customer Review Schedule?				
Is there a Plan for periodic Functional Oversight Reviews?				
Is there a procedure/instruction covering Functional Oversight Reviews?				

File: Attachment 2_Annex D_Y-12 Transition_ UPF PMP Checklist.doc

SECTION J

APPENDIX E

PERFORMANCE GUARANTEE AGREEMENT(S)

Bechtel National, Inc.

SECTION L
ATTACHMENT A
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-NA0001942 for the management and operation of the Y-12 National Security Complex and Pantex Plant (the "Contract") dated January 8, 2013, by and between the Government and Consolidated Nuclear Security, LLC (Contractor), the undersigned, Bechtel National, Inc. (Guarantor), a corporation incorporated in the State of Nevada with its principal place of business at 12011 Sunset Hills Road, Reston, VA 20190 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which

by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on January 15, 2013.

Bechtel National, Inc.

[redacted]

John P. Howanitz
Principal Vice President

Consolidated Nuclear Security, LLC
CORPORATE SEAL
JANUARY 30, 2012
DELAWARE

I, J. Robert Humphries, Secretary, hereby attest that John P. Howanitz, who signed this certificate on behalf of Bechtel National, Inc., was then Principal Vice President of said Corporation.

[redacted]

J. Robert Humphries

Lockheed Martin Services, Inc.

LOCKHEED MARTIN

Kenneth R. Possenriede
Vice President and Treasurer

15 January 2013

National Nuclear Security Administration
Department of Energy
Albuquerque, NM
USA

Revised Guaranty No. 2012-511

Gentlemen:

This Revised Guaranty replaces in its entirety the Guaranty No. 2012-511 signed on 05 March 2012.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract Number DE-NA0001942 for the management and operation of the Y-12 National Security Complex and Pantex Plant (the "Contract") dated 08 January 2013, by and between the Government and Consolidated Nuclear Security LLC (Contractor), the undersigned, Lockheed Martin Services, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 2339 Route 70 West, Floor 3 West Cherry Hill, NJ 08002 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of

Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

LOCKHEED MARTIN

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on 15 January 2013.

LOCKHEED MARTIN SERVICES, INC.

By: [redacted]
Name: Kenneth R. Possenriede
Title: Vice President and Treasurer

Address for notice:
6801 Rockledge Drive
Bethesda, MD 20817
U.S.A.
Attention: Treasurer
Facsimile: 301-897-6929
Telephone: 301-897-6000

Kenneth R. Possenriede is the duly appointed, qualified and acting Vice President and Treasurer of Lockheed Martin Services, Inc. as of the date of this signature and that the signature set forth above is his true and correct signature.

WITNESS my hand and the seal of Lockheed Martin Services, Inc. on this 15th day of January 2013.

[redacted]

Name: Maritza Cordero
Title: Assistant Secretary

(SEAL)

ATK Launch Systems Inc.

SECTION L
ATTACHMENT A
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-NA0001942 for the management and operation of the Y-12 National Security Complex and Pantex Plant (the "Contract") dated January 8, 2013, by and between the Government and Consolidated Nuclear Security, LLC (Contractor), the undersigned, ATK Launch Systems Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 5000 S 8400 W, Magna, Utah 84044, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other

document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer on 1/24/13.

ATK Launch Systems Inc.

[redacted]

Blake Larson
President

I, Brent Ebert, Vice President of Finance of ATK Launch Systems Inc., hereby attest that Blake Larson, who signed this certificate on behalf of ATK Launch Systems Inc., was then President of said Corporation

[redacted]

Brent Ebert

[Note: Pursuant to the ATK Launch Systems Inc. bylaws, ATK Launch Systems Inc. does NOT have an authorized corporate seal]

SOC LLC

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-NA0001942 for the management and operation of the Y-12 National Security Complex and Pantex Plant (the "Contract") dated January 8, 2013 by and between the Government and Consolidated Nuclear Security, LLC (Contractor), the undersigned, SOC LLC. (Guarantor), a Limited Liability Company organized in the State of Delaware with its principal place of business at 15002 Northridge Drive, Suite 100, Chantilly, Virginia 20151 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand,

perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on January 15, 2013.

SOC LLC

[redacted]

John C. DiMarco, Jr.
President, SOC LLC

SECTION J

APPENDIX G

URANIUM PROCESSING FACILITY (UPF)

PROJECT MANAGEMENT PLAN

PL-PM-801768-A033, Rev 0

CNS Project Management Plan For the Uranium Processing Facility Project

Project Number 06-D-141

July 2014

Prepared by the
Uranium Processing Facility Transition Team
Consolidated Nuclear Security, LLC
Management & Operating Contractor
for the
Y-12 National Security Complex
under Contract No. DE-NA-0001942
with the U.S. Department of Energy
National Nuclear Security Administration

This document has been reviewed by a Y-12 DC/UCNI-RO and has been determined to be UNCLASSIFIED and contains no UCNI. This review does not constitute clearance for Public Release.
Name: Derwood L. Hanline **Date:** 6-23-14

CNS | consolidated nuclear security, llc

APPROVALS

Review:

[redacted] June 23, 2014

John J. Meersman Date
UPF Deputy Project Manager

[redacted] June 23, 2014

Michael B. Pratt, Date
UPF Project Manager

Approve: [redacted]

23 June 2014

Brian Reilly Date
Office of CNS - UPF Project Director

CNS | consolidated nuclear security, llc

REVISION LOG

Revision	Date	Description	Affected Pages
0	July 1, 2014	Issued for Use	All

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1. EXECUTIVE SUMMARY

Consolidated Nuclear Security, LLC (CNS) manages and operates the Y-12 National Security Complex (Y-12) in Oak Ridge, Tennessee and Pantex in Amarillo, Texas for the U.S. Department of Energy (DOE) National Nuclear Security Administration (NNSA). Y-12 serves as the nation's Uranium Center of Excellence where highly enriched uranium (HEU) is stored and where enriched uranium (EU) processing takes place.

In addition to the management and operating functions for Y-12 and Pantex, the Management & Operations (M&O) contractor is tasked with executing the Uranium Processing Facility (UPF) project at Y-12. The goal of the UPF project is to construct a modern, state-of-the-art facility to begin the consolidation of Y-12's EU processing and manufacturing into an efficient, high-security facility. Current scope of the project is to design and construct the buildings and infrastructure and install capabilities to replace those currently in Building 9212. The UPF project is currently in the engineering and design phase and is executing Site Readiness subproject activities.

This Project Management Plan (PMP) outlines the M&O contractor's plan for managing the UPF project and serves as agreement between the M&O and the NNSA UPF Project Office (UPO) for execution of the project.

This UPF PMP describes the contractor's management methods, organization, control systems, and documentation for ensuring contractual requirements for the project are met. The PMP establishes roles and responsibilities and summarizes how the M&O/UPF project team will carry out the engineering/design, procurement, construction, startup testing, readiness, and transition to operations for this one-of-a-kind nuclear facility while satisfying the requirements of Prime Contract DE-NA-0001942 between DOE and the Contractor. This PMP complies with and complements the NNSA/UPO Project Execution Plan for the Uranium Processing Facility (PL-PJ-801768-A006) (PEP).

This PMP serves as a bridge to the UPF project team's subordinate plans and procedures, which detail how management and control are implemented and which are referenced throughout this document. Although document references are to specific revisions and publication dates at the time this PMP was prepared, CNS will utilize the most current revision of these documents. The documents listed are for reference only, official lists and current revisions are kept in the CNS/UPF document management system. Incorporation of this PMP into the contract does not incorporate the referenced plans and procedures into the contract. They are listed for use by CNS and UPO for convenience and reference only and not considered contractually binding. Non-compliances and deviations will be addresses through CNS/UPF management systems.

Consolidated Nuclear Security (CNS) proposed and provided a Business Case to NNSA for an alternate execution approach for the engineering, procurement, construction and start-up of the Uranium Processing Facility (UPF) under Contract Line Item 0002 of the Contract No. DE-NA001942. This approach relies on the services of its lead member, Bechtel National Inc. (BNI), to support the execution of the project based on the standard approach Bechtel uses to design and build High-hazard facilities, and to break the paradigm of the M&O approach to delivering capital projects. This approach will include the following improvements:

- Implement proven BNI EPC suite of tools
- Access to experienced/skilled workforce
- Reduce cost of the project

This proposal addressed use of Bechtel resources to support project management/construction management and use of BNI resources to support the management and execution of design and the application of the same concept to full construction, when authorized, managing direct-hire craft for most construction scope. With NNSA approval, CNS will perform the agreed and appropriate portions of the scope on a progressive lump sum basis after CD-3, using a combination of direct-hire construction and competitively bid lump sum and fixed price subcontracts. Upon NNSA approval of the Business Case and execution of the BNI Subcontract, the UPF PMP will be revised as appropriate.

1.1 GENERAL PROJECT INFORMATION

The goal of NNSA's UPF project is to construct a modern, state-of-the-art facility to begin replacement of the aging EU processing facilities at Y-12, starting with the capabilities in Building 9212. Out of concern over the affordability of the overall UPF project and the continuing risk of operating Building 9212, the Acting Administrator of NNSA commissioned an independent team to develop alternatives that could deliver production operations currently carried out in Building 9212 by the year 2025 at a cost not to exceed $6.5B. The independent team completed their review of the UPF project and issued their report in April 2014. In mid-April the UPF project was directed by NNSA to focus their efforts on one of these alternatives (a multi-facility option) and create a Rough Order of Magnitude (ROM) estimate. In a complementary effort, the UPF project initiated a study of alternatives to current scope and execution strategies to help enable transition of critical Building 9212 capabilities into UPF no later than 2025 and not exceeding $6.5B. In parallel, NNSA is reviewing the recommendations from the independent team and may provide additional guidance to the project.

The multi-facility option will consist of a central Main Processing Building (MPB) constructed to nuclear standards and supported by adjacent or nearby buildings of less costly construction. These support buildings are currently conceptualized as a Mechanical Equipment Building (MEB), a Salvage/Accountability Building (SAB), and a Personnel and Material Access Building (PMAB).

The UPF MPB will consist of multiple process areas, a utility area, and transport corridors. There will be two processing areas, with high-traffic material flow in one area and personnel traffic flow in another. Deferral of some process systems necessitates that UPF interface with the enduring facilities: Buildings 9204-2E, 9998, and 9215.

The utility infrastructure, building service systems, and process service systems will be designed to accommodate only the project scope included in the multi-facility option, as defined with additional direction from NNSA. With this option, utilities and service systems for deferred scope will not be installed.

Although the scope and execution of the UPF project is currently being reviewed and modified there are some basic project requirements that define the boundaries of the project. UPF is currently being designed to house the necessary capabilities and capacities to comply with the requirements of *Uranium Processing Facility Program Requirements Document* (U), (PRD) (DOE/ORO-2171) as well as guidance letters on the Highly Enriched Uranium Materials Facility (HEUMF) fire water supply.

System requirements are defined in *Systems Requirements Document for the Uranium Processing Facility Project (U)* (SRD), (SR-PE-801768-A001). Criteria governing the Project Engineering and Design (PED) phase of the project are detailed in the multi-volume *Uranium Processing Facility Design Criteria (U)* (DE-PE-801768-A001 through A050).

The NNSA has provided direction to the project to review the current PRD and SRD for basic program level requirements which may be eliminated in the interest of achieving reduced project costs.

UPF has identified and NNSA has accepted a defined set of standards and requirements under which the design of the UPF project will be conducted. This set of standards and requirements includes federal, state, and local laws and regulations as well as DOE directives, such as orders, manuals, and standards. These standards and requirements, as well as other regulations, are referenced in PL-RM-801768-A001, *UPF Code of Record* and represent the project's Code of Record. Further discussion of the Code of Record is in Section 3.1.1.

UPF operations are described in *Uranium Processing Facility Concept of Operations Plan* (PL-PJ-801768-A027) which will be subject to a revision upon formalizing the updated design option. The facility is being designed for a 50-year operating life; increased efficiency in operations and maintenance; and minimized risk to employees, the public, and the environment through the use of engineering controls.

1.2 MANAGEMENT STRUCTURE

The UPF project will be managed in accordance with this PMP. A UPF core project team has been established to execute the project. The core team is shown in Figure 1, which is subject to change to address project needs. To isolate UPF to the maximum degree possible from the ongoing operations at the site to avoid impacts in either direction, UPF will interface with the functional/support areas within the M&O during all phases of the project through a CNS Integrated Project Team (IPT). The (IPT) will provide services to the project as well as act as the interface between the UPF Project and the M&O. A charter for the IPT was developed during transition. Services from other organizations (e.g., Security Interface, Production Support, Maintenance Support, Safety Basis, and Design Authority) will be coordinated through the CNS Operator's Representative accountable to the CNS Project Director. Each organization will perform its particular function in accordance with its established procedures and policies. The UPF project will be as self-sufficient as possible, drawing support from the M&O only when it is required.

During the execution of the project, the UPF team has the ability to leverage corporate resources and talent as required. This could be in the areas of staffing needs in support of critical tasks, implementation of proven tools/processes, and subject matter expert's review of selected work products.

During the project execution, the UPF design team will serve as Design Agent. There will be significant interface and engagement with the Design Authority, a CNS responsibility as a member of the CNS Integrated Project Team. Those interfaces will be defined and formalized in accordance with a formal process as defined in Section 2.3 and as generally described in Section 2.4.1 of this PMP. The Design Authority organization will assign Design Authority Representatives to the project responsible for safety basis, criticality safety requirements and oversight for implementation of the requirements in the design.

The roles and responsibilities of the members of the core team are included in Appendix B.

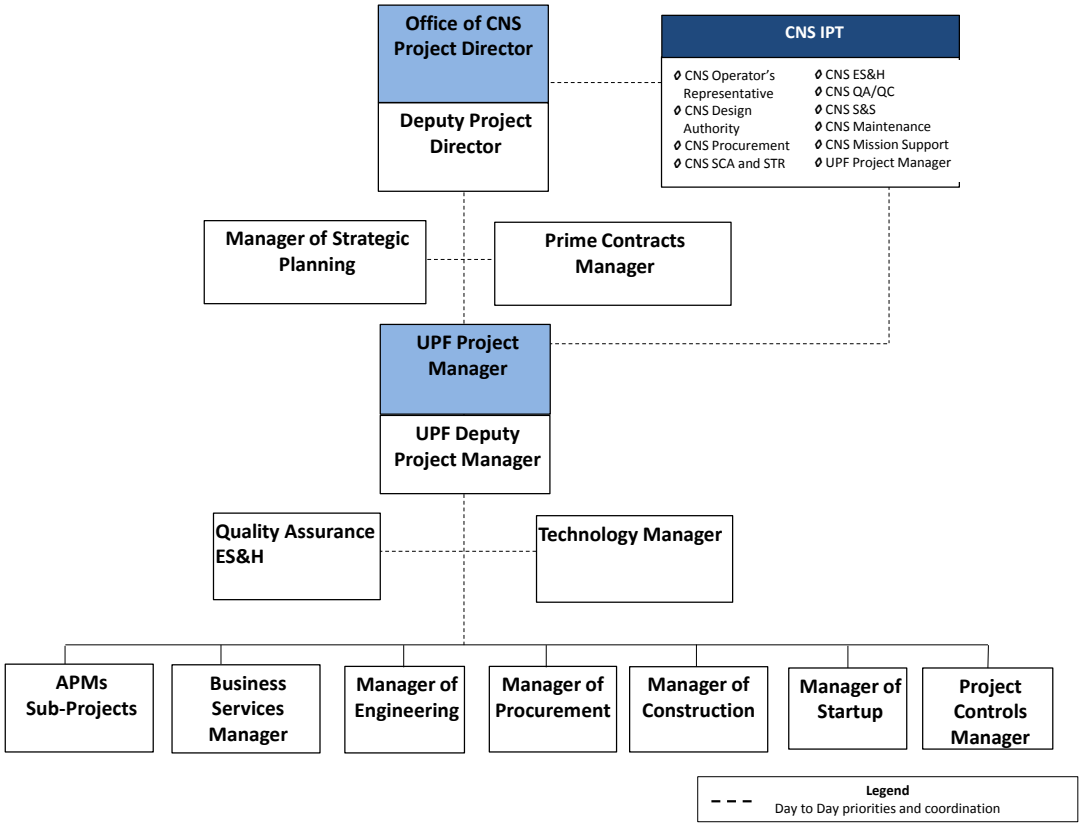

Fig. 1 UPF Organization Chart (Core Team)

1.3 FUNDING RESOURCE PLAN

The UPF Project Data Sheet identifies that design, construction and other project costs are executed utilizing Line Item Funding. In general, engineering, procurement and construction are funded from LI funds, which together make up the total estimated cost (TEC) for the project. Project Initiation, Project Closures, and Operational Readiness are funded through other project costs (OPC), which with total estimated cost (TEC) makes up the total project cost (TPC). The TPC includes management reserve and contingency. The funding sources for this project are budget and reporting (B&R) codes 39DP09202 for PED and LI and DP0901300 for OPC.

While the CD-2/3 baselines will be a firm point estimate for the entire UPF project, each component or subproject has an associated estimate for that phase of work. The basis of the estimate will be detailed in documentation provided as part of the CD-2/3 submittals.

Using the Basis of Estimate (BOE) and the input from Engineering, Procurement, Construction, and functional organizations, a TPC point estimate will be calculated. Detailed reports for this TPC estimate are included in a cost and schedule document that will be issued as part of the CD-2 submittal. This TPC estimate will include NNSA contingency for specifically defined project risks. For planning purposes, a funding profile is assumed based on the fiscal year (FY) 15 Future Year Nuclear Security Plan (FYNSP) through FY 2018 and $520M per fiscal year thereafter.

1.4 PROJECT OBJECTIVES

The primary objectives of the UPF project are:

- Execute a zero-accident policy
- Complete UPF per contractual quality commitments
- Design and construct UPF to meet the mission needs
- Perform UPF within approved cost baseline established at CD-2 and defined on a preliminary basis through the interim baseline, including management reserve and contingency, and in accordance with any approved baseline changes
- Mitigate potential adverse risk consequences
- Achieve Key Performance Parameters as defined in the NNSA/UPO Project Execution Plan
- Plan and deliver the project using a commercial approach and methods

1.5 CRITICAL DECISION EXECUTION STRATEGY SUMMARY

The project's Critical Decision (CD) strategy is being modified based on the option currently being developed. The revised strategy will consist of issuing multiple request packages for specifically defined scope. To the extent practical, each package will be complete and standalone for the scope of the CD request, and each package will be baselined and ready to start line-item activities upon receipt of approval. Table 1 is the preliminary listing of suggested CDs and key approval milestones at the time of this document revision. After obtaining an NNSA decision on the changes in the program requirements along with consensus on the selected facility layout, the project will submit a CD strategy plan and obtain approval. In addition, the project will prepare an estimate and schedule for developing the design and CD-2/3 baseline, technical requirements documents, and design/procurement/construction execution plans. This estimate and schedule will be developed by the 1QCY15 for review/approval by 2QCY15. As part

of the estimate and schedule for the preparation of the CD-2/3 baselines, a timeframe will be determined to develop a preliminary TPC estimate and schedule (with supporting bases). This TPC estimate will establish project management control measures needed to control the project through completion of the baseline at CD-2/3. Changes to this estimate will be managed per the baseline control process. During the development of the project schedule based on the current design option, the Critical Decision milestones will be established and this PMP will be revised accordingly.

Table 1 Critical Decision Milestones (to be updated when revised schedule is available)

Critical Decision	Submittal to UPO	Approval
CD-0 Mission Need	---	12/17/2004A
CD-1 Alternative Selection and Cost Range	---	07/25/2007A
CD-1 Reaffirmation Alternatives Analysis	02/15/2012A	06/8/2012A
CD-2/3 Site Readiness	10/31/2012A	01/29/2013A
CD-2/3 Site Infrastructure & Services	3rd Q 2014	4th Q 2014
CD-3A Long-Lead/Bulk Procurements and Site Preparation	TBD	TBD
CD-2/3 Performance Baseline (PB) and Construction of MEB and other BOP utility installation/Start of Construction	TBD	TBD
CD-3 Balance of Construction (BOC)	TBD	TBD
CD-4 Project Closeout	TBD	TBD

2. EXECUTION STRATEGY AND APPROACH

2.1 PROCEDURES/PROCESSES

During the contract transition, the existing procedures were "blue sheeted" for implementation by CNS. To enhance UPF execution and achieve efficiency through streamlined processes, the project will develop project specific execution procedures. Specific procedures developed in each phase are included in Appendix C.

In addition to the procedure revisions discussed above the development of the UPF/UPO Zipper plan is included in Appendix C, Phase II.

2.2 WBS/RAM

The UPF project technical scope is organized by a work breakdown structure (WBS). The WBS is a hierarchy of elements that organizes and displays the required work to be performed, thus serving to establish and control the scope baseline as well as the associated cost and schedule. The WBS breaks down the work to a level where roles and responsibilities can be assigned. The WBS is included in the *Uranium Processing Facility Project Work Breakdown Structure* (WBS-PC-801768-A002) and described in the *Uranium Processing Facility Project WBS Dictionary* (WBS-PC-801768-A001). Control Account Managers (CAMs) are designated at appropriate levels for managing control accounts. The WBS process is defined in *Work Breakdown Structure, Control Accounts and Work Authorization* (Y13-87-202).

Integrating the organizational breakdown structure with the WBS creates a Responsibility Assignment Matrix (RAM) that assigns responsibility for scope, cost, and schedule for specific WBS elements. The RAM is developed to the control account level and documented in CAM notebooks. The RAM relates the project's organization to the anticipated work for the purpose of ensuring all components of the work are properly attributed to a responsible organization or team member. The UPF RAM helps in making sure all components of the project are properly assigned and that resources are being used to their utmost advantage.

The July 2014 BCP includes a revised WBS for the engineering scope of work as well as a framework for the remainder of the project. When consensus on the path forward for the design and construction of the project is finalized, both the WBS and the RAM will be updated as required.

2.3 CROSS FUNCTIONAL TOPICS

While the UPF project will be organized in a traditional functional organization approach, an integrated team culture is expected and required. The purpose of this integrated execution approach is to improve safety, quality, inter-discipline communication, improve efficiency, foster synergy, increase productivity, improve decision making ownership and accountability, and focus on completing the work scope. Typical areas where the integrated team concept is employed are: during the design phase with meaningful constructability reviews, potential material/equipment vendor consolidation, and overall engineering, procurement, and construction sequencing and integration.

In addition to the cross-functional interfaces within the UPF project team, there are interfaces, support and services required from other organizations across Y-12. A CNS Integrated Project Team (IPT) has been established to focus on these interface areas. Examples of these are in the CNS Design Authority area, Site Procurement, Operations, Security, Nuclear Safety, Facility Maintenance, Emergency Management, etc. A charter for the IPT was developed during transition.

To manage these interfaces, Interface Control Documents (ICDs) (PL-PM-801768-A032) will be established with each affected organization within CNS in accordance with the CNS UPF Interface Control Plan, which will be developed and formally issued. It is anticipated that there will be approximately five ICDs developed to address the following CNS Functional Organizations: Uranium Operations, Mission Engineering, Mission Assurance, Mission Support and Safeguards and Security. The intent of the ICDs is to define the scope of services required, develop roles and responsibilities, document the extent of effort required, and develop a method to manage deliverables in support of the UPF baseline. The ICD's will be developed and managed through the UPF Operator's Representative, a position within the CNS Uranium Operations team, who will be a member of the IPT. Changes to these ICDs will be coordinated and overseen by the CNS Integrated Project Team. Impacts to the Project resulting from changes to the ICDs will be processed through the project change control processes (Trends, Baseline Change Control, etc.).

2.4 FUNCTIONAL EXECUTION

Each functional area is responsible to meet the project staffing requirements and to execute their scope of work in accordance with approved procedures and policies. The functional areas have the ability to reach back to their counterpart organizations in the parent companies to support staffing needs, technical guidance and, when appropriate, to review completed activities to ensure they are in accordance with expected quality and baseline requirements.

2.4.1 Engineering

The UPF project engineering strategy is defined by *Engineering Execution Plan for the Uranium Processing Facility Project* (PL-PE-801768-A002), which describes the UPF Engineering organization's role in the project and how the design and engineering for UPF will be executed. The Engineering Execution Plan (EEP) complements and augments this PMP with the appropriate level of detail necessary to engineer a project as large and complex as UPF. Key items identified in the EEP include:

- Engineering organization and interfaces, which define the Project Engineering organization in detail as well as interfaces with other team members.
- Division of responsibilities, which defines engineering organizational responsibilities with respect to project scope and execution.
- Design strategy, which defines the technical goals and objectives for design deliverables and level of completeness.
- Interface with Mission Engineering relative to engineering design authorization, safety engineering and requirements and surveillance.
- Subcontracting strategy, which defines when and how the design will be subcontracted and includes scope, value, subcontract type, and selection method.

- Engineering planning tools and methods used to manage and control the design.
- Design process procedures and methods used to execute the design and control organizational and technical interfaces.
- Engineering deliverables to other project functional groups, which define the organization and deliverables that are due to other functional groups.
- Engineering automation tools, which summarize the information technology and engineering automation plan strategy.
- Implementation of value management/value engineering studies.

UPF is classified as a Category II nuclear facility. The *Safety Design Strategy for the Uranium Processing Facility* (RP-FS-801768-A003) outlines the strategy for ensuring compliance with *Program and Project Management for the Acquisition of Capital Assets* (DOE 413.3B) and *Integration of Safety into the Design Process* (DOE-STD-1189-2008) to ensure that UPF is designed, constructed, and operated to protect workers, other on-site personnel, the environment, and the public. The safety strategy for UPF includes application of basic safety philosophies from Facility Safety (DOE O 420.1C 2012) , such as minimization of hazardous materials, use of engineered controls over administrative controls, selection of passive over active structure, system, or components (SSCs), and preference for preventive controls over mitigative controls. The safety strategy also includes Classification of NPH design categories based DOE-STD-1189, 1020, and ANSI-2.26.

The UPF Criticality Safety program follows the Y-12 plant program which is principally driven by Y70-150 and Y70-160. The UPF Criticality Safety Design Criteria contains general requirements for design and points to the Criticality Safety Process Studies for specific requirements for the process systems.

Safety basis documents will be developed for each phase of the project and will be submitted to UPO for review and approval as required. A Preliminary Safety Design Report has been issued and the PFHA has been maintained. Nuclear Criticality Safety process studies are updated in concert with design changes. NPO approved the PSDR based on the previous building design through a *Preliminary Safety Validation Report* (PSVR-PM-801768-A002). The Safety Structures, Systems, and Components (SSSC) Table from the Design Criteria is aligned with that in the PDSR. The SSSC Table defines the set of safety functions, functional requirements and performance criteria for the UPF facility and its processes and is the vehicle used to formally communicate safety analysis requirements to the designers. Based on the recent scope changes to the project, a Conceptual Safety Design Report (CSDR) will be developed and submitted to NPO/UPO for approval. The CSDR will be followed by the submittal of a new PSDR and PDSA(s) as necessary depending upon timing for construction and procurement needs to support the Critical Decision Strategy that is currently being developed.

While this PMP defines the overall management approach for the project, *System Engineering Management Plan for the Uranium Processing Facility* (PL-PJ-801768-A017) describes the UPF project's strategy for the planning, control, and conduct of a fully integrated engineering effort. PL-PJ-801768-A017 describes the process and methods necessary to clearly define the project mission and requirements; evaluate, select, and verify the best design from identified alternatives; control interfaces; manage risk; and to integrate technical work and engineering disciplines.

The UPF project team's technology development mission is to improve safety, responsiveness and flexibility through modernized equipment and advanced technologies, recommend UPF baseline technologies, and provide input to UPF facility and equipment design. Implementation of new baseline technologies require technology demonstration to ensure that requirements can be met. New equipment may require prototyping to develop design input data.

Configuration Management (CM) is an integrated management process that establishes (1) the design requirements, (2) the design/operations documentation, and (3) the physical/functional configuration of a SSC and maintains consistency among these items during the design process. The CM program maintains effective control of a facility's as-built arrangement and operation/maintenance to ensure compliance with approved and/or accepted technical design requirements and other governing criteria. Control of the facility's as-built configuration begins with the input into the facility design at the pre-conceptual stage and extends through final design, construction, startup, and operation.

In accordance with the programmatic configuration management requirements set forth in, *Configuration Management Program* (Y15-004PD) and *Criteria for Application of Y-12 Configuration Management Program* (Y15-009), the UPF project has developed a project-specific CM program as outlined in *Technical Configuration Management Plan for the Uranium Processing Facility Project* (PL-EG-801768-A007).

The CNS Design Authority is responsible for establishing the design requirements and providing oversight to ensure design output documents appropriately and accurately reflect the design basis. The design authority is responsible for design control with respect to conformity to the safety basis. These responsibilities are applicable regardless of whether the process is conducted fully in house, partially contracted to outside organizations, or fully contracted to outside organizations. The design authority function on the UPF project is executed through design authority representatives.

The design authority representative (DAR) is a qualified individual assigned by CNS Mission Engineering to the UPF project to establish and maintain the design requirements and design bases and to ensure the technical adequacy of the engineering designs. DARs are responsible for providing assurance that correct technical bases are established and maintained; design input from all appropriate technical disciplines is obtained and integrated in the completed engineering product; and changes are reviewed, approved, documented in accordance with applicable change control procedures.

The DARs for the UPF project maintain functional and technical reporting responsibility to the CNS Mission Engineering design authority. The UPF manager of engineering provides day-to-day assignments and priorities to the DARs. As an example, a UPF DAR assigned to UPF is intimately familiar with the Code of Record, contract requirements and criteria (e.g., PRD and SRD) for the UPF. They are accountable to the CNS Mission Engineering design authority to ensure the criteria,

etc. is incorporated into the design. The determination of which engineering deliverables are prioritized to be reviewed is direction given by the UPF manager of engineering.

2.4.2 Procurement

UPF plans to integrate the Bechtel Procurement System (BPS) into the UPF project procedures and tools. BPS provides integrated automation tools for supply chain organizations and material management tailored for engineering and construction projects. BPS includes 40 applications that integrate all elements of the purchasing process from the requisition to receipt and maintenance of material and equipment. A review of the procurement process for migration from the current M&O Y-12 process is an action included in Appendix C, Phase III.

Currently the M&O contractor's strategy for acquisition on UPF is detailed in *B&W Y-12 Acquisition Plan for the Uranium Processing Facility* (PL-PJ-801768-A020). The Y-12 UPF Procurement organization is currently responsible for procuring the materials, labor, equipment, and design and construction services necessary to support the project. The procurement strategy is documented in *Uranium Processing Facility Project Procurement Execution Plan* (PL-PR-801768-A002). All procurements are performed in accordance with the NNSA approved Y-12 Procurement Operating Practices. Procurement responsibilities are defined in *Uranium Processing Facility Material Assignment Schedule* (RP-PJ-801768-A015). A team consisting of Quality, Engineering and Procurement personnel provide vendor qualification and surveillance as well as oversight for factory acceptance testing in accordance with Y60-95-811, UPF Supplier Quality manual.

The UPF Project has developed a commercial grade dedication (CGD) procedure that outlines a process for procuring materials and equipment meeting nuclear quality assurance (NQA)-1 safety requirements. *Commercial Grade Dedication Packages for the UPF Project* (Y15-95-910), allows the project to make decisions on the best way to procure items that have a safety function.

Prior to the determination of the implementation of BPS, the project will use the government-certified Y-12 procurement and financial systems. *Uranium Processing Facility Project Procurement Automation Plan* (PL-PR-801768-A001) provides the strategy to enhance the existing procurement, materials receipt and management, and financial systems in order to track pre- and post-award procurement milestones, monitor in-shop fabrication status, administer contracts and purchase orders, acknowledge receipt of materials, and track how the equipment and materials are released.

Following the decision on the execution path forward for construction, the PMP will be revised to document the procurement process and automation tools to be implemented in support of construction. Included in Appendix C, Phase III, the project plans to evaluate the implementation of the corporate approved procurement system.

To the extent practical, the UPF project team will arrange for participation from small and disadvantaged businesses. The proposed execution strategy for the project is to use small and disadvantaged businesses for performing specific work packages matching their capability or for providing staff augmentation to service organizations. The project team will organize and host vendor forums based on the supplier scope of interests (e.g., design, construction, or equipment fabrication) where vendors will become informed about outsourcing scopes, qualifying

requirements, and subcontracting opportunities. These forums will allow interested vendors and subcontractors to further understand UPF's mission needs, acquisition strategies, and schedules as well as provide CNS Y-12 with a ledger of viable service and material providers.

2.4.3 Construction

The UPF project team will serve as the Construction Manager/General Contractor and provide oversight and integration of direct hire construction activities and multiple construction subcontractors. The current construction strategy is detailed in *Construction Management and Execution Strategy for the Uranium Processing Facility* (PL-CM-801768-A001). UPF Construction Management will be responsible for:

- Construction planning
- Constructability reviews
- Supporting Procurement for solicitation and award of construction subcontracts
- Receipt and warehousing of government-furnished materials and equipment through the procurement organization
- Management and oversight of construction subcontracts
- Manage direct-hire construction work
- Inspection and acceptance of construction activities
- Interface and support of Federal Direct Contractors

UPF will be built in a highly congested construction zone. Laydown areas, warehousing, fabrication shops, and worker parking will be at a premium. The project will have onsite warehousing to receive, store, protect, and maintain vital and sensitive equipment and materials. Additional off-site bonded and un-bonded storage and fabrication shops are anticipated. Parking alternatives are under consideration and will be further evaluated as parking needs are better quantified. Shuttles will likely be used to transport workers between a yet-to-be-determined parking area and the construction site. As the construction strategy and execution plans are finalized a review of any impacts to the existing project permits will be identified.

By the time the UPF project enters its construction phase, craft resources are expected to be in high demand and of limited availability. In anticipation of this challenge, the project team is sponsoring multiple focused workshops to gather industry data, identify trends, and improve forecasting ability. This data will be used to forecast specific skills and resource shortages and allow the project team to incorporate solutions into the planning process.

In addition, UPF Construction Management has engaged local building and construction trade unions early in the project. A series of meetings and open discussions have been and will be held to exchange staffing projections and explore options and ideas to address any anticipated shortages. With UPO's consent, Construction Management will also explore innovative ideas to enhance the collective bargaining relationship between the building trade unions and the UPF project. Relationships established by the corporate partners at the unions' national levels will also be relied on for this effort. The project Construction Manager will consider the competition for qualified craft labor in developing construction schedule strategies.

Automation tools are required to support UPF construction, including a robust personnel tracking system (i.e., badging system) at the construction site for emergency management, worker safety, performance, and subcontract management. Additional automation tools will be required to assign and track small tools allocated to the direct-hire crafts, identify and track performance of manufacturers' recommended and required storage, and track periodic maintenance activities.

Following the decision on the execution path forward for construction, the PMP will be revised to document the use of corporate resources, processes and tools (such as: TeamWorks, BSAPs, Custom Arc, and others) to be implemented in support of construction.

2.4.4 Startup and Commissioning

Testing will occur during the latter part of the UPF project execution phase and is a sub-element of UPF commissioning. Testing and commissioning are necessary to ensure that the as-installed systems were installed according to design, that the systems and processes perform to design-specified functional acceptance criteria, and that systems and processes are capable of meeting operating requirements. A comprehensive and coordinated test program for UPF will identify the essential elements to be validated to ensure that components, systems, integrated systems, and processes within areas are fully functional and will support safe and reliable operations. The UPF testing program will validate SSCs in a cost-effective manner to allow for an orderly transition to operations.

The *Uranium Processing Facility Engineering Test Plan* (PL-EG-801768-A001) provides guidelines for the implementation of UPF preoperational testing activities and the compilation of records and documentation required in accordance with *Startup Testing Program Manual* (Y17-011). A graded approach will be implemented in accordance with UPF-specific procedures for UPF testing activities to ensure that proper resources and level of effort are applied to those areas most important to the achievement of safety and reduction of risk in an efficient manner.

The M&O Contractor will develop and submit a Startup Notification Report which will address the readiness reviews planned for UPF to NNSA for approval. The M&O contractor will conduct a Contractor Operational Readiness Review (CORR) for the UPF building and supporting systems (e.g., ventilation, utilities, security, etc.). Following the CORR, NNSA may elect to perform a readiness review. A formal NNSA Operational Readiness Review (ORR) will then be conducted in time to receive startup authorization. These readiness reviews will ensure production staff are properly trained and qualified to operate and maintain the equipment, systems, and facilities. Remaining capabilities, when and if installed, will receive RAs following component and system testing.

As part of the Contractor Operational Readiness Review and contractor RAs, Implementation Validation Reviews will be performed for the facility and the processes.

2.4.5 Transition to Operations/Closeout

The transition strategy is currently documented in *Uranium Processing Facility Commissioning Management Plan* (PL-PJ-801768-A009), which depicts the process through the readiness reviews

and will be updated and approved prior to the CD-2 request that includes the full Project Performance Baseline. The *UPF Commissioning Management Plan* will be supplemented by the *Enriched Uranium Transition Plan* (U) (Y/MOD-105), which describes the main activities associated with moving enriched uranium (EU) operations out of current facilities and into UPF following start of operations. (EU operations transition is outside the scope of the UPF project.)

The plan for maintenance of UPF and its processes is documented in the *Uranium Processing Facility Maintenance Execution Plan* (PL-MA-801768-A001).

The UPF project will be complete when testing and readiness activities are successfully completed, startup authorizations are granted, all systems are turned over to Y-12 Production, and all documentation is transferred to the facility records document management center (DMC). The interim construction phases (configured as separate subprojects) will be closed out with tailored CD-4s consisting of notification of completion and closeout and lessons-learned reports and with equipment and material turnover to the next phase of the project.

Following the last startup authorization, a formal CD-4 to close out the UPF project will be initiated. The CD-4 request will be based on the NNSA ORR for the UPF. Project closeout activities will include project lessons learned, technical cost and schedule baseline accomplishments, final cost report, photographic documentation, and project completion status documented in initial and final project closeout reports.

2.4.6 Records Retention

Records management and document control for the UPF project is maintained in accordance with *Records and Controlled Documents* (Y15-101), applicable UPF procedures and in accordance with DOE O 243.1. Document control and records management are accomplished through a process of:

- Identifying potential documents to be created.
- Identifying those documents that require special controls during use.
- Establishing clear direction for the UPF project team regarding responsibilities for records and for turnover to Y-12.
- Establishing and maintaining a consistent and controlled process for maintaining these records.

Records developed in the execution of the project are provided to, managed by, and maintained by the project DMC as described in *Document Control and Records Management Plan for the Uranium Processing Facility Project* (PL-PJ-801768-A001). INFOWORKS will be used to manage the records and to perform document control for UPF. A records retention and turnover plan will be prepared and maintained to facilitate project closeout.

2.5 KEY ACTIVITIES FOR SUCCESSFUL EXECUTION (KASE)

The UPF project will utilize the Key Activities for Successful Execution (KASE) process to increase assurance that the project will be successful as a result of the stronger focus placed on key activities that occur during each phase of the project. It also provides an additional avenue for Bechtel Systems and

Infrastructure Inc. (BSII) functional management oversight and reach back into corporate expertise and support.

Key benefits of the KASE process include:

- Ensures a thorough approach to project execution
- Provides a self-assessment process driven by the Project Director
- Focuses the project team on timely development and quality of deliverables
- Defines a process by which functional management, both on project and affiliate company, can provide consistent oversight
- Increases the certainty of a successful project outcome

The gate review consists of key activities required to demonstrate readiness to proceed to the next phase of the project (e.g., start of construction, ready for startup/operations, etc.). Selected activities are designated as critical to increase visibility to ensure a higher probability of success. A rating is provided for each activity to demonstrate a level of adequacy and any issues of concern are identified. An overall readiness rating is determined by the review team. Any action items identified during the KASE review will be tracked to closure. A detailed KASE checklist will be developed prior to each review. A KASE review may use project assessments discussed in Section 4.8.1 as supporting information.

3. PROJECT BASELINE

3.1 SCOPE OF WORK

The work scope to be accomplished by the UPF project is defined in a technical baseline consisting of requirements, scope, and key performance parameters. The technical baseline matures as the project is executed to include other documents, including final design and safety basis documentation, which together will form the basis for the design of record. The list of technical baseline documents, including safety basis documentation, is maintained in *Technical Basis Index Summary* (TBIS-EG-801768-FAC-A001).

The scope baseline is described in the *UPF WBS Dictionary* (WBS-PC-801768-A001) and in more detail in *Scope Book for the Uranium Processing Facility Project* (RP-PA-801768-A001). However, these documents contain scope descriptions that are summaries of the facilities and processes to be constructed by the UPF project. For more precise information, engineering documents, drawings, and calculations must be consulted for specific details on facilities, equipment types and sizes, and the work activities necessary to accomplish this line-item project. The project scope book will serve as a principal project document for change control.

3.1.1 Code of Record

UPF has identified and NNSA has accepted a defined the set of standards and requirements under which the design of UPF will be conducted. This set of standards and requirements includes federal, state, and local laws and regulations as well as DOE directives, such as orders, manuals, and standards. These standards and requirements, as well as other regulations, are controlled through PL-RM-801768-A001, *UPF Code of Record* and represent the project's Code of Record. They are also referenced in individual sections of the Design Criteria. Changes to the Code of

Record require approval of the Senior Management Change Control Board (SMCCB) chaired by the Federal Project Director.

Additional documents and standards (e.g., Engineering Standards, technical project documents, Y-12 specific design documents, etc.) are identified in PL-RM-801768-A002, UPF Other Basis Records (OBR). Changes to the OBR are controlled by the project Technical Change Control Board.

3.2 SCHEDULE BASELINE

The UPF project schedule includes activities to execute planning, engineering/design, procurement, facility construction, equipment installation, startup testing, and operational readiness. For schedule development, the project is using Primavera P6 Professional Project Management™. The detailed project schedule is contained in a P6 database from which schedule reports are issued periodically. Upon submittal of a baseline, the project will maintain and update Level 1 and 3 schedules on a monthly basis. The Level 1 schedule summarizes the overall project showing start/finishes for the project phases and the major milestones. This Project Management Schedule is usually a one-page document. The Level 3 Integrated Project Control Schedule uses the critical path method to show the logic dependencies of engineering, procurement, contracts, construction, and startup/readiness activities, major and intermediate project milestones, and the critical path of the project. The level of detail will demonstrate key interfaces and will be resource loaded at the WBS level to provide control metrics. The Level 3 Integrated Project Control Schedule is used to monitor progress and to provide project reports and submittals.

The UPF project will develop and issue monthly schedule "health metrics" based on the Acument Fuse process. The ranges used in the metric rating will be prepared and reviewed with UPO.

The schedule detail assumes project phases will be continuous and sufficient funds will be available to support each phase as planned within the specified funding profile. A contingency allowance for design and construction will be included in the schedule baseline.

3.3 COST BASELINE

The basis for the baseline estimate is contained in a series of documents that compile Engineering input to Cost Estimating. This baseline estimates will be prepared in accordance with *Uranium Processing Facility CD-2 Cost Estimate Plan* (CE-PC-801768-A023). The baseline upon submittal will be a Class 1 estimate, as recommended at CD-2 by NNSA's *Independent Cost Estimates Procedure* (BOP-06.03). Prior to CD-2 approval, the design will be 90% complete and will include the preparation and/or completion of key design deliverables. To ensure that the CD-2 approval package represents the most current design, the project will use a disciplined change control process to make adjustments, along with reconciliation to the original submittal as necessary, prior to Energy Systems Acquisition Advisory Board approval. The objective of this approach is to initiate the baseline review while continuing to update the baseline as the design evolves to meet the optimal project execution schedule. This strategy is documented in *Critical Decision Path Forward for the Uranium Processing Facility Project (*WP-PC-801768-A001), which describes in detail the configuration management imposed on the working baseline submittal to ensure the most accurate estimate upon CD-2 approval. A CD-2 Cost and Schedule Document will detail the cost and schedule baseline, which will be reported in an update to the *NNSA UPF Project Execution Plan* (PL-PJ-801768-A006).

3.4 CONTINGENCY

Contingency for the UPF project is comprised of three categories: cost contingency, schedule contingency, and technical & programmatic (T&P) risk contingency. Care is taken during contingency development to avoid any overlap of T&P contingency with cost and schedule contingency.

Cost contingency reflects the degree of confidence in the scope definition and design components upon which the cost estimate is based and is intended to account for uncertainties in unit quantities, unit prices, unit hours, labor rates, and other rates associated with the estimate. The scope within each WBS element is analyzed to determine the most appropriate best case, most likely, and worst case values for each WBS element. These values are used in a Monte Carlo simulation using Crystal Ball™ software. The contingency included in the cost estimate is based on an 85% confidence level in accordance with *NNSA Cost Estimating Guide* (50.005).

Schedule contingency is the confidence that the project schedule can meet the completion objectives and is intended to account for schedule uncertainties, such as issues of the availability of resources. The scope of work associated with each deliverable is analyzed by members of the project team to determine the most appropriate best case, most likely, and worst case values for the related schedule activities. These values are used in a Monte Carlo simulation using Primavera™ risk analysis software to determine the contingency duration needed for the project at an 85% confidence level. The resulting duration is then multiplied by the estimated "hotel load" to determine the cost impact of the corresponding schedule contingency. The resulting schedule contingency duration is included in the project schedules per the scheduling procedure and best practices.

T&P risk contingency is the amount of contingency attributed to discrete risks outside the confidence levels established for the cost estimate and schedule. T&P risk cost and schedule impacts, as defined by each risk evaluator, are extracted directly from the UPF Risk Register. T&P risk schedule impacts are indicated as a number of weeks; the duration between the original finish date and the 85% probability

date is the schedule contingency, which is applied to the forecasted hotel load to calculate an associated cost impact.

Total Project Contingency is the sum of the three contingency values. This contingency is split between the contractor's management reserve and NNSA contingency based on definition of control in accordance with *Project Baseline Development* (Y13-87-203), Appendix J. Management reserve held by CNS UPF will include all cost contingency, all schedule contingency, and all contractor T&P risk contingency, while NNSA's contingency held by UPF Project Office (UPO) consists of the government's T&P risk contingency.

3.5 BASELINE CHANGE CONTROL

Once the project's Performance Baseline has been approved, the scope, schedule, and cost baselines will be under a formal baseline change control process. At that time, no change will be made to the Performance Baseline elements without review and approval of the appropriate-level Baseline Change Control Board (BCCB). Change thresholds for scope, schedule, and cost are formally established in the *Uranium Processing Facility Project, Project Execution Plan* (PL-PJ-801768-A006) at the four DOE/NNSA approval levels. Change thresholds for subprojects are established in each subproject's execution plan. The Level 3 Contractor BCCB is chaired by the UPF Project Manager, in accordance with *Project and Baseline Change Control for Multi-Year Projects* (Y13-87-207). The Level 2 BCCB is chaired by the FPD. All baseline changes beyond the UPF Project Manager's approval thresholds (Level 3) must be submitted to and approved by the FPD and the UPO BCCB (Level 2). If a change is beyond UPO's approval thresholds, UPO may endorse and forward the proposed change to the next higher level board.

At the M&O project level, a request for a baseline change is initiated by preparing a formal Baseline Change Proposal (BCP). BCPs are processed in accordance with *Earned Value Management* (EVM) – *Program Description*. The BCP form, along with back-up documentation that provides the rationale and justification for a change to an approved baseline, is reviewed by the Contractor BCCB.

The Contractor BCCB meets, as needed, to consider and deliberate each request, which may then be (1) approved or disapproved if within the Board's approval authority, (2) endorsed and forwarded to the FPD/UPO Board if approval authority is exceeded, or (3) deferred if additional study and/or information is needed. The UPF Project Manager is responsible for ensuring that no work is performed outside of the approved baselines until a BCP is approved.

At times, a change may be directed by DOE/NNSA Headquarters; however, a directed change is still subject to the baseline change control process. The UPO BCCB, with assistance of the contractor, prepares the BCP and the back-up documentation that not only provides the justification for the change but also examines the implications and consequences of the directed change. The BCP is evaluated and, when approved by the appropriate level Board, the directed change may then be implemented.

While DOE O 413.3B does not require baseline change control prior to CD-2 approval of the Performance Baseline, the UPF project team, in keeping with Y-12's good business practices, initiated change control on the PED estimate at the beginning of preliminary design. The change control process will also be applied to the interim baseline.

3.6 PROJECT CONTROLS SYSTEM DESCRIPTION

The process for preparing standardized, consistent, and traceable project cost and schedule baselines is defined in the procedure titled, *Project Baseline Development* (Y13-87-203) and supported by *Documentation in Support of Project Baseline Development* (Y13-87-006). The processes for planning and developing schedules and maintaining them under configuration control are prescribed in *Project Schedules* (Y13-87-204). Project performance is updated monthly and transmitted to UPO through the Monthly Progress Report. Cost control and variance reporting is at designated levels of the WBS.

The WBS is used to establish and track budgets and schedule performance for each control account. High priority is placed on early warning of potential baseline impacts and the estimate at completion. This is accomplished through the use of a project trend program as outlined in *Trends Identification, Analysis and Reporting* (Y13-87-206). The trend program is designed to provide the project team with early identification and warning of potential changes in baselines with the philosophy that the impact of any change can be mitigated if identified as early as possible.

DOE O 413.3B requires that the industry standards for project control systems described in American National Standards Institute (ANSI) EIA-748B, *Earned Value Management Systems*, be implemented on all projects with TPC greater than $20M. The UPF project uses the DOE Office of Acquisition and Project Management (OAPM)-certified Y-12 Earned Value Management System (EVMS) to track progress against the Performance Measurement Baseline (PMB) approved with each Critical Decision.

As required by DOE O 413.3B, annual surveillances of the UPF EVMS will be conducted by the CNS Project Controls group to ensure the UPF project remains in compliance with the certified Y-12 EVMS. Following the transition, a plan will be prepared to certify the EVMS under the new contract as indicated in Appendix C, Phase III.

The UPF Project Manager is responsible for establishing reporting and control mechanisms to monitor project activities against the approved baseline. While DOE O 413.3B does not require performance measurement and earned value prior to CD-2, the UPF project team, in keeping with Y-12's good business practices, initiated performance measurement reporting on the PED baseline during preliminary design. Monthly progress reports are prepared by the project team under the direction of the UPF Project Manager. Project performance is updated monthly and transmitted from the M&O to UPO as part of the monthly progress report including PARS II.

Once all costs are incurred against the scope, a final closeout report will be prepared outlining lessons learned, best practices, and customer feedback. In addition, final cost reports and project completion forms will be prepared and forwarded to NNSA by the Project Manager upon closeout of the cost accounts.

4. PROJECT EXECUTION PLAN

4.1 ORGANIZATION

While the UPF project is under the prime contract between CNS and NNSA, UPF will assemble a fully integrated project team consisting of functional managers for each element of work segregated from the

M&O. These managers are responsible for the management and integration of the CNS team members assigned to the project in their area of responsibility, as well as the contractors and subcontractors selected to perform specific project functions. Team members report on a day-to-day basis and receive functional guidance and support from the managers assigned to UPF.

4.2 PROJECT INTERFACE

4.2.1 General

The primary point of contact between the NPO/UPO will be at the Project Director/Project Manager level. While formal correspondence and agreements will be at this level of the organization for the project to succeed there will and must be dialog throughout the organization. Formal lines of communication will be established between the UPF team and the subcontractor and supplier organizations.

4.2.2 Zipper Plan

Following the completion of the transition to CNS, a project Zipper Plan (addressed in Appendix C, Phase II) will be developed and issued to involved members of the project team. This plan will identify the appropriate points of contact on the CNS, UPF, NPO and UPO organizations. This plan should not hinder open and honest dialog between other members of the respective organizations but will identify primary interfaces. Alignment meetings with those identified on the zipper plan will be conducted periodically to allow for the sharing of ideas and resolution of any interface issues that may arise. These alignment meetings provide an opportunity to establish stronger relationships between all members of the team.

4.2.3 Reviews

Project reviews are integral to tracking project performance. Reviews communicate ongoing progress, identify issues and concerns, and actively involve appropriate management levels in oversight of the project. Reviews may be used to ensure readiness to proceed to a subsequent project phase, ensure progress of project efforts, confirm functional integration, identify and resolve issues at the earliest time, support event-based decisions, and control risk.

The UPF Project conducts and undergoes a wide range of reviews to ensure performance and to promote confidence that the project is progressing as anticipated. Periodic reviews examine project status, trends, design, and construction progress for systems and interfaces. These include monthly reviews, quarterly reviews, NNSA-required reviews, peer reviews, and team reviews.

Special reviews are conducted as needed and requested to address areas of concern, respond to specific events, or to status the project at a given point in time.

- Technical and design reviews are conducted in accordance with engineering and design procedures and as identified on the project schedule. Specific reviews to be included are being evaluated and added to the project schedule, and will include reviews at the end of the

conceptual design, for submittal of CD-2 baseline, approval of CD-2 baseline, and completion of Title II design.

- Technical Independent Project Reviews, or Technical Peer Reviews, are held as necessary to verify technology decisions and address design uncertainties related to such areas as alternative systems, constructability, requirements, design, technology, system verification, physical configuration, and operability and reliability.
- External Independent Reviews will be conducted at each CD request to validate the performance baseline and confirm the project is ready to proceed into the next phase of the project.
- Defense Nuclear Facilities Safety Board (DNFSB) reviews are conducted as needed to help ensure safety is integrated into the project.

Near the end of the project, an Operational Readiness Review (ORR) and Readiness Assessments (RAs) will be conducted to evaluate the readiness of completed facilities, systems, equipment, procedures, personnel, and supporting and interfacing systems and organizations to begin facility operation.

4.3 NUCLEAR SAFETY CULTURE

The project developed a Nuclear Safety Culture Policy Statement and a *Safety Culture Plan* (PL-SH-801768-A005). The plan outlines steps the project would take to implement Health, Safety and Security recommendations in a unified approach among government and contractor staff to reinforce the core values of safety, security, and quality.

The project established a *Nuclear Safety Culture Program Plan* (PL-SH-801768-A006) that describes the formal safety program and policy for the UPF project. The program blends the theories and concepts of two prominent safety management programs: (1) organizational culture change and (2) behavior-based safety (BBS). Organizational culture change focuses on establishing and reinforcing desired management behaviors starting with the most senior managers, while BBS focuses on reinforcing or correcting worker behaviors that are observed on the front line. The UPF project will leverage the two programs over the life of the project into a single, unified nuclear safety culture program.

An additional concept incorporated into the UPF Nuclear Safety Culture Program is a safety conscious work environment (SCWE). SCWE is an environment in which employees feel free to raise safety concerns, both to their management and to a regulatory agency, without fear of retaliation.

Implementation of the UPF Nuclear Safety Culture Program, including SCWE, is founded on several robust institutional programs listed below. The program will build on this foundation to establish a better understanding by workers and management of the connection between project and institutional safety activities.

- Integrated Safety Management Program
- Voluntary Protection Program
- Environment, Safety & Health Program
- Construction Safety & Health Program

- Human Performance Improvement Program
- People-Based Safety Program
- Safety Design Strategy
- Nuclear Criticality Safety

Activities to implement the program include:

- Establishing enabling policies and procedures
- Providing relevant and timely training
- Communicating effectively
- Recognizing and reinforcing appropriate behaviors while correcting inappropriate behavior
- Evaluating the effectiveness of the program
- Adjusting methods based on the evidence complied during the evaluation

Because safety culture is relatively resistant to change, a long term approach to improving safety culture is appropriate. Activities will be planned and executed based on a long term logic model that will target certain organizational traits:

- Environment for raising concerns
- Problem identification and resolution
- Questioning attitude
- Respectful work environment
- Personal accountability
- Work processes
- Continuous learning
- Effective safety communication
- Leadership safety values and actions
- Performance monitoring through multiple means

4.4 QUALITY ASSURANCE

The interface to the CNS Y-12 Quality Assurance (QA) organization is through the CNS IPT. To define this relationship with a focus on specific needs and level of involvement between the CNS QA organization and the UPF QA organization an ICD was developed as discussed in Section 2.3. In addition to the ICD, the UPF project is reviewing specific target areas as included in Appendix C. These areas are: Phase I - UPF Internal QA Audit procedure and in Phase II – Graded Approach to Quality and

Qualification/certification on ND Testing Personnel. The project will evaluate the merits of proceeding with a UPF stand-alone Quality Assurance Plan as indicated in Appendix C Phase III.

Quality Assurance (QA) includes all processes and activities required to ensure product and performance quality meet project objectives as well as customer requirements and expectations. *Quality Assurance Plan for the Uranium Processing Facility* (PL-PJ-801768-A004) defines a project-specific approach in meeting the requirements of *Quality Program Description* (Y60-101PD), which implements 10 CFR 830, *Nuclear Safety Management,* Subpart A, "Quality Assurance Requirements", DOE O 414.1D, *Quality Assurance*, and DOE/NNSA *Weapon Quality Policy* (NAP-24). The national consensus standard used for the UPF QA program is American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications* (NQA-1), Parts I and II, including NQA-1a-2009, *Addenda to ASME NQA-1–2008 Quality Assurance Requirements for Nuclear Facility Applications*. The incorporation of the NQA-1-2011 requirements is planned during the evaluation of a UPF QAP included in Appendix C Phase III.

The project's QA requirements and processes ensure that design, development, procurement, construction, and preoperational testing satisfy the objectives of the UPF project and comply with applicable DOE, NNSA, and CNS Y-12 QA requirements. The UPF QA organization interfaces with UPF Project Management, Engineering (including work performed in other Bechtel office locations), Procurement, and Construction organizations and provides subject matter expert advice in the project administration, design, procurement, construction, and startup of the project.

The applicability of the UPF QA Plan is based on a graded approach so that resources applied are commensurate with the importance of the result to the achievement of project, site, and customer goals. The graded approach employed by the UPF project implements the approach, philosophy, and procedures described in the *Quality Assurance Program Description*.

This graded approach to quality will not compromise public, employee, or facility safety or adversely impact the environment and complies with requirements, rules, and regulations. The graded application of facility and activity requirements shall be dependent on the hazards and/or level of risk associated with the activity or SSCs under consideration. The scope, depth, and rigor of the quality management system's application of requirements shall be determined by the use of a grading process before performing the activity. The purpose of grading shall be to select the controls and verifications to be applied to various items and activities consistent with their importance to safety and success of the program. The graded approach to quality shall not be used to "grade quality assurance criterion to zero" which has the effect of eliminating all controls or verifications over the activity.

4.5 ENVIRONMENTAL SAFETY & HEALTH

The interface to the CNS Y-12 Environmental Safety and Health (ES&H) organization is through the CNS IPT. To define this relationship with a focus on specific needs and level of involvement between the CNS ES&H organization and the UPF ES&H organization an ICD will be developed.

Integrated Safety Management System (ISMS) requirements from Y-12 procedure *B&W Y-12 Integrated Safety Management System* (Y15-635PD) and associated implementing procedures will be incorporated throughout the design, construction, and startup phases of the UPF project. The project team is committed to doing work safely and recognizes that line-management responsibility, accountability, good management systems, and worker involvement are key elements to an effective ISMS. Implementing ISMS principles during design will ensure that the final design produces a safe workplace for personnel. Specifically, the design will ensure adequate protection from hazards for the public, the workers, and the environment through multiple layers of engineered controls supported by additional administrative controls. This approach will provide a process that will prevent accidents and provide containment to

prevent or mitigate accidental release of hazardous materials into the environment. By protecting the workers to the highest degree possible and using a concept of maintenance with limited exposure, the collocated worker, the public, and the environment are protected.

The Y-12 ISMS is in compliance with DOE guide, *Integrated Safety Management System Guide* (DOE G 450.4-1B), and is also supported by Y-12 procedures, *Integrated Safety Management System/Integrated Safeguards and Security Management (ISMS/ISSM)* (Y12-047) and *Integrated Safety Management Program* (Y15-636). The Y-12 ISMS is also applicable to subcontractors and ISM requirements are incorporated into subcontract documents, as applicable.

The UPF project incorporates the Y-12 ISMS through implementation of *Integrated Management Plan for the Uranium Processing Facility Project* (PL-PJ-801768-A024). The Integrated Management Plan (IMP) describes the methodology used by the UPF project to implement the requirements of DOE O 413.3B and DOE-STD-1189-2008. The IMP identifies functional areas of responsibilities (Engineering, Facility Safety, ES&H, Quality, Security, and Production) to ensure integration of safety measures and controls into the project execution, especially design of the facility. The IMP identifies the process by which safety-in-design considerations are integrated into all design activities with the intent to provide the UPF project team with direction on establishing an integrated project design execution approach involving all functions and stakeholders throughout the project's life cycle. As part of that function, the IMP links all project plans, work processes, and procedures.

Uranium Processing Facility Environment, Safety, and Health Plan (U) (PL-PJ-801768-A007) outlines the programs and procedures that the UPF project will use to control environmental, safety, and health hazards associated with activities during design and construction as well as operation of the facility. The ES&H Plan defines requirements and related roles, responsibilities, and interfaces in accordance with applicable federal, state, and local laws, regulations, and DOE Orders. Hazard controls will be incorporated as part of design and during field installation. Design outputs and requirements will include finalized drawings, specifications, and test requirements that will incorporate any hazard controls identified.

The UPF project will comply with all applicable environmental laws and regulations, including the Clean Air Act, the Clean Water Act, National Emission Standards for Hazardous Air Pollutants, and associated Tennessee regulations. *The Environmental Regulatory Permitting Plan for the Uranium Processing Facility* (PL-SH-801768-A001) identifies the environmental permits and regulatory approvals that will be required to construct and operate the facility. The *National Environmental Policy Act* (NEPA) requires an evaluation of all federal actions with the potential to affect the environment. NEPA evaluation of the UPF project includes the development of the Final Site-Wide Environmental Impact Statement for the Y-12 National Security Complex and subsequent Record of Decision. The process has included NEPA Scoping with public comment, DOE-HQ review, issuance of the ROD, and the development of a draft Supplement Analysis based on the results of the project fit study. Evolving project design is expected to be evaluated against bounding conditions established in the SWEIS.

Waste Management Plan for the Uranium Processing Facility (U) (PL-PJ-801768-A010) identifies the waste streams that will be generated by UPF and defines the treatment, storage, and disposal path for each stream in accordance with regulatory requirements, with an emphasis on minimizing the generation rates and maximizing the diversion rates for all categories of waste. During the construction phase, the Waste Management Plan (WMP) is supplemented by *Construction Waste Management Plan for the Uranium Processing Facilit*y (PL-SH-801768-A002), which addresses requirements of *Federal Leadership in Environmental, Energy, and Economic Performance* (Executive Order 13514).

The UPF project has integrated 10 CFR 851 into project execution through implementation of *B&W Y-12 10 CFR Part 851 Worker Safety and Health Program*, (Y73-004PD). This includes emphasis on the following essential elements to ensure industrial safety and occupational health:

- Management responsibilities and worker rights
- Hazard identification and assessment
- Hazard prevention and abatement
- Safety and health standards
- Functional area responsibilities
- Training and information
- Recordkeeping and reporting

The UPF project maintains an effective safety program to achieve the program's target of zero accidents; work will not be conducted until adequate safety controls are in place. The UPF Safety Program is consistent with the requirements of federally mandated regulations, Y-12 policies, applicable DOE orders, and *B&W Y-12 Safety Program* (Y73-001). All UPF activities are expected to adhere to *Environment, Safety, and Health Policy* (Y72-001) which is implemented through the application of the guiding principles of the Y-12 ISMS. During the construction phase of the project, supplemental guidance is provided by *Construction Environment, Safety, and Health Plan for the Uranium Processing Facility* (PL-CM-801768-A004).

The UPF project also maintains an Industrial Hygiene Program to provide a work environment conducive to the health and wellbeing of employees and subcontract personnel through the anticipation, recognition, evaluation, and implementation of recommended controls for chemical, physical, biological, and ergonomic stresses associated with the design and construction phases of the UPF project. In providing this support, the project will solicit expertise from the Y-12 Industrial Hygiene organization, which provides SMEs and technical support in the areas of industrial hygiene, demolition, construction, and maintenance support.

4.6 SAFEGUARDS AND SECURITY

As an integral part of project planning and execution, safeguards and security (S&S) will be considered and incorporated into all project phases. S&S establishes the parameters of physical security concerning access control, intrusion alarms, construction of vaults, property protection features, operational security (OPSEC), nuclear materials control and accountability (NMC&A), and architectural surety built into the facility. An ICD will be developed to document the relationship between the UPF S&S organization and the CNS Y-12 S&S organization.

Safeguards and security requirements for UPF have been addressed early in the project, and along with safety, quality, and environmental protection, will be integrated throughout all project phases. *Life-cycle Cost Analysis and Overall System Engineering* will identify S&S requirements and costs during project planning. As part of that process, S&S standards and requirements are incorporated into the design criteria, specifications, and drawings. Construction and testing will address and confirm S&S design requirements, which also affect other components of the execution plan, such as emergency preparedness planning, communications, and procurement planning.

The UPF project is committed to implementing Integrated Safeguards and Security Management (ISSM) methodology across all project functions that affect safeguards and security. This methodology ensures that the scope of work is well defined, security risks are analyzed, and measures are developed and implemented to ensure that security risks are mitigated. This methodology also includes feedback and a continuous improvement process.

The project's security objectives are documented in *Security Objectives for the Proposed Uranium Processing Facility (U)* (RP-PJ-801768-A004). ISSM requirements are summarized in *Determination of the Security Requirements for the Uranium Processing Facility (U)* (FR-PE-801768-A002), which incorporates a *Security Interests Evaluation Checklist, and NMC&A Requirements for the Uranium Processing Facility* (FR-PE-801768-A001). *Security Design Strategy for the Uranium Processing Facility (U)* (SGS-ST-801768-A001) describes the project's security strategy, which includes engineered controls, designed-in active and passive delays, and protected engagement capabilities to produce a robust and cost-efficient protection posture separated from routine operations.

4.7 PERFORMANCE REPORTING

The UPF project participates in a web-based performance metrics system, monitoring performance through site-level metrics. The Project manager ensures performance data are analyzed, identifying leading indicators, and that the metrics are systematically updated using the best available information. The Project Manager also conducts causal analyses of negative performance data and develops corrective actions to improve performance. The UPF project implements the requirements in *Y-12 Performance Metrics Program* (Y15-908PD) for the performance metrics process.

4.8 CONTRACTOR ASSURANCE

Implementation of Department of Energy Oversight Policy (DOE O 226.1B) requires contractors to develop and implement comprehensive assurance programs. The CNS Y-12 Contractor Assurance System is described in *Contractor Assurance System* (Y15-906PD). The UPF project participates in the Y-12 system's assessment and corrective action processes through assessment schedule development, implementation, issues identification, corrective actions development, implementation and verified completion, and effectiveness determinations.

4.8.1 Assessments

The UPF project implements an assessment plan and schedule that centers on rigorous, risk-based, credible self-assessments resulting in feedback used for continued improvement. The assessment plan and schedule include independent assessments which could be led by other M&O organizations, internal assessments which could be led by QA, external assessments, management assessments which generally are led by UPF project leads/managers, surveillances, and assessments by walk downs. The UPF project assessment schedule includes assessments by each UPF functional organization to evaluate requirements implementation and corrective actions; the assessment schedule is developed annually.

Surveillances are conducted as prescribed in *Surveillance* (Y15-909) Audits are conducted as prescribed in *Conduct of Uranium Processing Facility Internal Quality Assurance Audits* (Y60-95-801), Management and independent assessment programs are implemented per *Management Assessment* (Y15-902) , and *Independent Assessment Program* (Y15-903).

4.8.2 Event Reporting

The Contractor Assurance System includes incident/event reporting processes identifying issues and also reporting, analyzing, and addressing operational events, accidents, and injuries. These issues and events will be reported and investigated promptly and thoroughly, including cause identification and resolution, and management and programmatic weaknesses, and will be distributed as Lessons Learned when appropriate.

4.8.3 Feedback

The UPF project solicits worker feedback or suggestions on work definition effectiveness, hazard analysis and controls, and implementation for all work activity types. Some of the established site-wide programs and processes available to workers are the Employee Concerns Program, telephone or intranet for reporting concerns or questions, pre-job briefs, worker job hazard walk-downs prior to work, post-job reviews, employee suggestion forms, safety meetings, critiques and related investigations, employee participation in teams, committees and working groups, and labor organization input.

4.8.4 Issues Management

The UPF project documents, tracks, and resolves issues identified during management assessments, UPO reviews, independent assessments, reportable or non-reportable events, external assessments, and other reviews including lower-level assessments, and safeguards and security assessments. The responsible UPF managers ensure corrective actions address each problem's causes and extent of condition and are planned, implemented, and verified as effective. Issues are tracked using the Issues Management System database. Closure of issues are communicated to the effected organizations. Functional area codes are assigned to issues that are managed using a graded approach as prescribed in *Issues Management* (Y15-312). The UPF project manages UPF issues as identified above through the UPF Internal Review Board (IRB).

4.8.5 Lessons Learned

The UPF project develops, implements, and participates in a lessons learned program as described by *Lessons Learned Program* (Y15-331). The project uses the formal Y15-331 process for identifying applicable lessons learned from external and internal sources—taking necessary corrective and preventive actions, disseminating lessons learned to targeted audiences, and ensuring that lessons learned are understood and applied. An automated database is used to capture potential lessons learned, record the results of the screening, assign responsibility for resolution, identify closure actions, and track progress until closure. Periodic reports are issued as requested by project management. Metrics are published monthly.

At the completion of a phase of the project, a UPF lessons learned report will be prepared, distributed, and placed in the project records. Following CD-2 approval, lessons learned on up-front planning and design will be documented and issued as required by DOE O 413.3B. A final report will be a compilation of the lessons learned during the course of the project plus any lesson identified in a project critique at the conclusion of the project.

4.9 SIX SIGMA

The UPF project will be executed with a continuous focus on identifying opportunities to improve and streamline processes, which will result in improved efficiencies, reduced schedule, and cost reductions. This savings program is founded upon the organizational and methodological principles of the Six Sigma program. Six Sigma relies on the integration of organization with management and execution, in the same way that EVMS relies on the integration of OBS and WBS.

The UPF project established annual goals for the identification and execution of savings opportunities. Progress in meeting these targets are included in the Monthly Project Status Report. Actionable

improvement opportunities resulting from the Six Sigma program are incorporated into the existing UPF processes and procedures to allow for improvements to be leveraged throughout the project.

5. RISK MANAGEMENT

The UPF project uses a disciplined approach to risk identification and management of technical and programmatic (T&P) risks as well as project schedule and cost risks. Achieving risk reduction is an integral part of setting priorities, sequencing project work, and responding to the most serious risks first.

UPF project T&P risks are managed in accordance with *Uranium Processing Facility Risk Management Plan* (RA-PJ-801768-A001) supported by procedure, *UPF Risk and Opportunity Management Process* (Y13-95-009). The Risk Management Plan (RMP) establishes the process for identifying and assessing probabilities and consequences as well as handling and managing risks that could potentially jeopardize successful completion of UPF. Implementation of the RMP ensures that the UPF project identifies and incorporates appropriate, efficient, and cost-effective measures to handle project risks, including both threats and opportunities.

As directed in the RMP, the project team has instituted an ongoing process for identification and assessment of potential T&P risks. A risk screening questionnaire has been developed to aid in the identification of risks (RMP, Appendix A). Identified risks are maintained in a UPF-developed Risk Register, an automated database for tracking and reporting risks and their handling strategies and action items. The register is a menu driven tool for managing threats and opportunities and has the capability for multiple users to access information simultaneously.

In the Risk Register, the evaluator/owner determines an overall risk score by pairing probability with consequence, using the matrix shown in Fig. 2. One of four handling strategies is then identified for each risk—Accept, Transfer, Mitigate, or Avoid. Mitigate or Avoid require action items to implement the handling strategies; each action item is assigned to an individual and is tracked to closure. Residual risk is then determined, with the potential schedule and cost impacts estimated to remain after the handling strategies are fully implemented by the action items. Risk triggers are designated and entered into the project schedule to identify when and if a risk is realized.

CNS will develop an Enterprise Risk Management program and once the reporting requirements are identified, UPF will modify the current UPF reports to provide input into the enterprise reports. The UPF project plans to migrate to a process in line with the Enterprise Risk Management program. This migration is included in the list of activities included in Appendix C, Phase III.

Probability	Negligible	Marginal	Significant	Critical	Crisis
Very High	Low 5	Moderate 10	High 20	High 40	High 80
High	Low 4	Moderate 8	Moderate 16	High 32	High 64
Moderate	Low 2	Low 4	Moderate 8	Moderate 16	High 32
Low	Low 1	Low 2	Low 4	Moderate 8	Moderate 16
Very Low	Low 1	Low 1	Low 2	Low 4	Moderate 8

Consequence

Fig. 2 Threat grading matrix.

Risks, both threats and opportunities, are formally documented in *Uranium Processing Facility Risk Analysis Report* (RP-PC-801768-A016), which provides detailed discussion on how the risk assessments were conducted and the results, including T&P risk contingency that is input to cost and schedule estimates. The Risk Analysis Report (RAR) is periodically updated as existing risks are updated or closed and new risks are identified. While the Risk Register is constantly maintained, the RAR is updated as needed, at a minimum at each CD request.

ACRONYMS, ABBREVIATIONS, & INITIALISMS

3-D	three-dimensional
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
B&R	budget and reporting
BAC	budget at completion
BBS	behavior based safety
BCCB	Baseline Change Control Board
BCP	baseline change proposal
BOE	basis of estimate
BSII	Bechtel Systems and Infrastructure Inc.
CAM	Control Account Manager
CD	Critical Decision
CM	Configuration Management
CNS	Consolidated Nuclear Security, LLC
CORR	Contractor Operational Readiness Review
DAR	Design Authority Representative
DMC	Document Management Center
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
EEP	Engineering Execution Plan
EPPR	Engineering Progress and Performance Reporting
ES&H	environment, safety, and health
ESAAB	Energy Systems Acquisition Advisory Board
EU	enriched uranium
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FY	fiscal year
HEU	highly enriched uranium
HEUMF	Highly Enriched Uranium Materials Facility
ICD	Interface Control Document
IMP	Integrated Management Plan
IPT	Integrated Project Team
ISMS	Integrated Safety Management System
ISSM	Integrated Safeguards and Security Management
KASE	Key Activities for Successful Execution
LI	line item
M&O	management and operating
NCS	nuclear criticality safety
NEPA	National Environmental Policy Act
NMC&A	nuclear materials control and accountability
NNSA	National Nuclear Security Administration

OAPM	Office of Acquisition and Project Management
OPC	other project cost
ORR	Operational Readiness Review
OPSEC	Operations Security
PED	project engineering and design
PEP	Project Execution Plan
PMB	performance measurement baseline
PMP	Project Management Plan
PRD	Program Requirements Document
QA	quality assurance
RA	Readiness Assessment
RAM	Responsibility Assignment Matrix
RAR	Risk Analysis Report
RMP	Risk Management Plan
ROM	Rough order of magnitude
S&S	Safeguards and Security
SCWE	safety conscious work environment
SME	subject matter expert
SRD	Systems requirement document
S/RID	Standards/Requirements Identification Document
SSC	structure, system, or component
SSSC	safety structure, system, or component
SWEIS	Site-Wide Environmental Impact Statement
T&P	technical and programmatic
TCCB	Technical Change Control Board
TEC	total estimated cost
TPC	total project cost
UPF	Uranium Processing Facility
UPO	UPF Project Office
WBS	work breakdown structure
WMP	Waste Management Plan
Y-12	Y-12 National Security Complex

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APPENDIX B: KEY MEMBER RESPONSIBILITIES

Significant responsibilities for the key members of the UPF team are included below.

Project Director/Deputy Project Director

The UPF Project Director integrates support of the Prime Contracts, ES&H and Strategic Planning with the UPF Project Manager's execution of the project. The Project Director is the primary point of contact to the CNS IPT in the areas of Operator's Representative, Design Authority, ES&H, Security, Production and Maintenance, etc.

The Project Director's responsibilities include:

- Overall responsibility for the UPF project to meet all requirements.
- Integrating roles and responsibilities of the overall project organization.
- Ensuring effective communication of programmatic needs and that those needs are successfully integrated into the planning, development, and execution of the UPF project.
- Acting as a primary interface with NNSA and CNS Y-12 peer organizations.
- Acting as the point-of-contact for the Defense Nuclear Facilities Safety Board (DNFSB) and other external stakeholders for UPF.
- Approving UPF budget changes and concurring with baseline change proposals (BCPs).
- Overseeing the Level 3 Baseline Change Control Board (BCCB).
- Approving Performance-Based Incentive (PBI) and Performance-Based Objective (PBO) proposals.
- Serving as the primary project interface with CNS Y-12 senior management and corporate management.

Manager of Strategic Planning

The Manager of Strategic Planning is responsible for the management of long range project planning, the CD process and development of the proposed project baseline. This role involves significant coordination with the Project manager, who is responsible for accomplishing and delivering the project in accordance with the established interim and final baseline. Responsibilities of this manager include:

- Assisting in the preparation of this PMP and other project management documents
- Leading planning efforts and alternatives analysis to determine path forward
- Developing a proposed CD strategy that accommodates the design and safety basis schedule
- Interfacing with NNSA UPO to gain support and approval of the CD strategy
- Coordinating all necessary activities to ensure timely development of the project baseline
- Implementing internal and external reviews to ensure adequacy of the baseline
- Ensuring complete and timely submittal of the CD request packages
- Reviewing, planning, assisting with, and ensuring consistency of submittal documents
- Along with other members of the UPF team, the Manager of Strategic Planning interfaces with the customer to plan and facilitate execution of the project

Prime Contract Manager

The Prime Contracts Manager for UPF is responsible for the interface of project contracting actions between the project and the customer contracts officer, procurement and sub-contract department and the CNS prime contracts organization. Primary responsibilities include:

- Interface with the CNS prime contract organization in the identification of the UPF contract baseline, terms and conditions, specifications, estimates and schedule
- Identify areas of risk and opportunities and assist in the development of the risk mitigation plans
- Development and implementation of the contract management program for the project consistent with the prime contract requirements
- Establish a change control process and procedure
- Coordinate with the other project team members to identify customer related actions
- Prepare negotiation positions and strategies for management approval. Lead negotiation teams and manage negotiations
- Ensure that subcontracts and other procurement actions contain appropriate flow down of prime contract terms and facilitate organizational interfaces between those performing subcontract formation and administration
- Participate in related meetings with Engineering, Construction, Procurement and Project Controls to ensure awareness of all project activities, Identify opportunities for cost/schedule enhancements, take appropriate actions to improve performance and ensure compliance with prime contract terms and conditions
- Conduct regular scheduled meetings with the customer contracting officer to ensure a full understanding of all parties of the contracting actions in development and coordinate any actions requested
- Manage the handling of the prime contract closeout activities and participate in the closeout of subcontracts and procurements
- Coordinate the development and delivery of project training to address contract management principles, subcontract formation and administration and identification and resolution of claims

Project Manager/Deputy Project Manager

The Project Manager/Deputy Project Manager is responsible for managing the day-to-day Project Engineering Design (PED) leading to project authorization. The PED effort includes engineering as well as the other project functions shown on Figure 1. The PM is also responsible for participating, reviewing, approving, and executing the project for which the interim and eventual baselines have been prepared and later approved by UPO and NNSA. This position reports to the CNS Project Director. Primary responsibilities include:

- Define project team roles, responsibilities, and staffing assignments
- Maintain and approve the PED and project execution organization chart
- Establish, maintain, control, and report scope and budgeted cost, and schedule performance baselines that are consistent with project funding
- Establish cost and schedule contingencies that are commensurate with the project owner's acceptable risk level for the project

- Establish the safety and quality environment for the project
- Review and approve project plans and procedures
- Interact with UPO and CNS management, including through the Change Control Board, and the Integrated Project Team
- Interface with Y-12 Mission Engineering for design authorization, safety engineering, and requirements & surveillance activities.
- Meet applicable federal and state laws and regulations and applicable CNS and UPO standards and requirements
- Own the corrective management process
- Establish overall expectations for effective implementation of the quality assurance program
- Ensure that personnel responsible for verifying quality achievement (e.g., quality assurance and quality control personnel) have sufficient authority, direct access to management, organization freedom, and access to work to perform their function
- Implement Configuration Management, Quality Assurance, Integrated Safeguards and Security Management, and Integrated Safety Management

Environmental, Safety, and Health Manager

The UPF ES&H Manager ensures environment, health, and safety issues are addressed throughout the project, as well as operations, and has the following responsibilities:

- Establishing ES&H requirements that are consistent with the scope of the project and method of accomplishment in the areas of environmental compliance, industrial safety, industrial hygiene, radiological control, and waste management.
- Implementing the project safety program, including National Environmental Policy Act (NEPA) compliance, ISM, licensing and permitting activities, waste minimization and pollution prevention initiatives, construction and industrial safety oversight, hazard classification determination, safety assessment documentation and safety analysis reports, and integration of ES&H factors into preliminary and final design, installation, commissioning, and operations.
- Coordinating participation for integrated hazard evaluation studies and developing non-nuclear lines of evaluation for studies.
- Coordinating and interfacing with the ongoing Site-Wide Environmental Impact Statement update for the Y-12 site.
- Serving as the ES&H point-of-contact with the customer and Project Manager.
- Assisting in the implementation of planning and project execution, including definition of program requirements.
- Providing oversight to ascertain that program and project requirements are being met.
- Managing the environmental permitting process.
- Establishing waste management requirements for the project and ensuring waste management plans are prepared.

Quality Assurance Manager

UPF Quality Assurance is responsible for establishing the programmatic quality requirements and measures that are used to ensure that UPF project requirements are met. The QA Manager has the following responsibilities:

- Managing project QA, Quality Engineering, and Contractor Assurance activities from design through readiness.
- Conducting programmatic assessments of quality applications.
- Providing programmatic, procedure, and quality direction to the Procurement Quality, and Construction Quality Controls Managers/Supervisors and Leads.
- Participating in development and review of project documentation.
- Participating in the resolution of quality-related issues.
- Providing direction relative to internal audits, quality assessments and surveillances, and quality direction to procurement activities (e.g., level of quality involvement, supplier evaluations, supplier audits, supplier surveillance, receipt inspection, warehousing, and waivers/deviations).
- Developing and maintaining the project QA Plan.

Technology Manager

The Technology Manager has overall authority and responsibility for technology demonstration and insertion. This Manager fills the key role for physical realization of the selected technologies and has responsibility for implementing plans for achieving technology development activities. The Technology Manager's responsibilities and authorities include:

- Recommending UPF baseline technologies.
- Evaluating potential emerging technologies and recommending additions to the UPF baseline technologies.
- Identifying alternatives for modernization of equipment and advanced technologies.
- Providing input on technologies to facility and equipment design throughout the project's life cycle.
- Providing management of UPF technology development planning and ensuring activities are properly defined, controlled, and executed in accordance with individual technology development tasks.
- Leading the definition and prioritization of technology development tasks supporting UPF.
- Interface with Y-12 Mission Engineering on UPF relevant technology development projects and technology evaluations.
- Monitoring progress and effecting corrective action, where necessary, to resolve problems and conflicts that affect technology development tasks.
- Providing interface and coordination with the Campaigns Program to ensure technology development tasks are properly budgeted, authorized, and reported.
- Coordinating integration of the technology development activities schedule with the UPF project schedule.
- Providing periodic status reports for technology development.
- Coordinating transfer of development requirements with Engineering and communication of process design changes to Development.
- Coordinating and interfacing with the Design Agencies for technology development.
- Leading the Technology Readiness Assessment process and tracking the maturity level of technologies before insertion into the project baseline.
- Providing Information Technology development activities and transferring technology development data and information to Engineering for incorporation of Information Technology concepts and systems into the UPF design.

APM (s) Sub-Projects

During the execution of UPF, some elements of scope such as the site infrastructure and selected buildings will be executed as sub-projects. An Assistant Project Manager will be assigned under the direction of the Project Manager. The responsibility of the APM is:

- Define the scope of work to be performed
- Define project team roles and responsibilities
- Coordinate with the functional managers to have team members assigned
- Execute and report to defined cost and schedule budgets
- Establish safety and quality objectives
- Daily manage the project
- Prepare sub-project closeout activities as required

Project Controls Manager

The UPF Project Controls Manager has the following responsibilities:

- Implements the tools and systems necessary to effectively and actively manage, control, and report on cost and schedule for concurrent projects tasks.
- Collects performance data (installed quantities, expended labor hours, and other progress measurements for direct-hire and subcontract work).
- Interfacing with the CNS Y-12 Chief Financial Officer to ensure reconciliation of project costs with Y-12's financial systems and for the preparation and submittal of annual budget documents.
- Directing integrated cost engineering, cost estimating, cost analysis/control, and planning/scheduling activities.
- Ensuring all integrated project controls tools and systems are compliant with American National Standards Institute (ANSI) Standard 748B, *Standard for Earned Value Management Systems (EVMS)*, and DOE O 413.3B.
- Providing functional direction including approval of the integrated project controls tools being used by the Engineering Project Controls Lead and the Construction Project Controls Lead.
- Directing the preparation and presentation of project estimates and cost forecasts.
- Supporting project organizational and administrative activities.
- Reviewing contract drafts to ensure they include adequate cost and scope definition and meet project controls requirements.
- Developing BCPs, as needed.
- Establishing useful forecasting and predictive tools, procedures, and processes.
- Ensuring effective trend management.
- Serving as a member of the Level 3 BCCB.
- Developing and maintaining an integrated WBS and schedule that encompasses all project participants.

- Providing integrated EVMS services and tools for the preparation of the integrated plans, schedules, cost estimates, budgets, and status reports for all functional areas and ensuring that they correctly reflect the status of the actual and projected work.
- Serving as the owner of the integrated project controls tools.
- Preparing budget and funding documents.
- Providing support to the Project Manager and CAMs in managing the integrated project cost and schedule.
- Maintaining the WBS, WBS dictionary, and Code of Accounts.
- Preparing and maintaining the integrated project cost estimate and EAC, including coordinating with subcontractors in the generation of the project integrated EAC.
- Coordinating all project cost and schedule day-to-day efforts supported by the other Project Controls leads.
- Integrating trends and risk events into the project cost and schedule.

Business Services Manager

The UPF Business Services Manager has the following responsibilities:

- Coordinate/Supervise the scope of work and activities within O&AS, IT, Training and HR organizations.
- Establishing the requirements for project services and administrative support.
- Identifying and staffing project services and administrative support positions.
- Coordinating support services for the project.
- Integrating project automation.
- Providing document control services and records management.
- Providing lessons learned and issues management support.
- Managing the project's Price-Anderson Amendments Act compliance commitments, reporting and tracking commitments, and Occurrence Reporting Process responsibilities.

Manager of Engineering

Engineering for the UPF is executed by an Integrated Design Team (IDT) made up of engineers and multiple subcontractors with physical and functional interfaces between assigned work scopes. The Manager of Engineering has the following responsibilities:

- Managing the technical resources to control the technical adequacy of the engineering design process and ensuring integration and coordination of the technical basis development.
- Overseeing the integration and preparation of technical documents.
- Managing the planned work in accordance with established budgets and schedules
- Developing the technical documents and specifications necessary to support the Acquisition Plan.
- Ensuring the appropriate administrative controls are in place to manage outsourced design interfaces.
- Ensuring implementation of systems engineering functions.
- Supporting the Safety-in-Design Integration Team (SDIT) project engineering in fostering safety-in-design collaboration and integration between the IDT and SDIT support functional organizations.

- Maintaining a good working relationship with the DNFSB, in conjunction with the NPO, and coordinating frequent technical reviews with the board to facilitate open communications.
- Capturing and documenting quantities during the entire design effort and tracking quantity variance through design evolution.
- Ensuring the development of resource-loaded schedules for engineering activities with support from Project Controls.
- Managing technical change and risk, cost, and schedule assessments.
- Actively managing technical issues to resolution
- Ensuring that skilled engineering resources (internal or external) are provided to support the schedule.
- Monitoring progress and controlling the engineering scope, cost, and schedule.
- Ensuring that design reviews are conducted at critical project phases.
- Establishing the Design Control Checklist and obtaining critical peer review of Design Control Checklist deliverables.
- Developing alternate solutions and options to support project needs.
- Providing technical input for procurement of engineered equipment.
- Coordinating constructability reviews.
- Ensuring that design requirements and design output documents appropriately and accurately reflect the design basis.
- Transitioning the technical baseline responsibility to Y-12 Production at the end of the project.
- Serving as the integrator for facility design, facility safety, criticality safety, and fire protection engineering input and requirements.
- Serving as the Engineering point-of-contact with the customer and the Project Manager.
- Leading the Integrated Design Team (IDT).
- Supporting the Design Authority Representative (DAR) in the development of the technical baseline
- Serving as a WBS CAM as assigned by the Project Manager.
- Serving as a member of the Level 3 BCCB.
- Ensuring that design documents identify critical attributes and inspection requirements to ensure design is captured in as-built facility and systems.

Manager of Procurement

The UPF Manager of Procurement has overall responsibility for UPF project procurement operations, including the following responsibilities:

- Identifying staffing requirements.
- Defining the procurement objectives in support of the project goals.
- Providing BOA oversight through closeout.
- Managing the procurement work to meet the cost, schedule, and quality objectives of the UPF project.
- Overseeing purchasing and subcontracting day-to-day operations.
- Serving as a member of the Level 3 BCCB.

Manager of Construction

The UPF Manager of Construction is responsible for all activities at the construction site, facilitating the cooperation and coordination of all entities in the field, and ensuring the priority of safety throughout the construction phase.

Responsibilities include:

- Ensuring construction activities are conducted in a safe, disciplined manner.
- Establishing and managing cost and schedule baselines for construction activities.
- Coordinating constructability reviews using diverse construction subject matter experts, including field engineering reviews during preliminary and final design. This will include participation in three-dimensional (3-D) model reviews.
- Coordinating with Engineering to establish the issuing sequence of construction packages.
- Managing, directing, and accounting for construction forces, assigned subcontractors, and sub-tier subcontractors.
- Obtaining a qualified construction work force.
- Ensuring that field work and modifications meet design requirements.
- Ensuring that construction meets quality requirements.
- Executing construction activities within the cost, schedule, and scope parameters.
- Participating in the resolution of issues relating to constructability reviews and estimates.
- Ensuring that construction field testing and inspections are properly performed.
- Ensuring that requirements for project activities, including training, are clearly defined and met.
- Utilizing a family of curves depicting the design release, fabrication/delivery, and installation for each key bulk commodity (e.g. rebar, concrete, piping, conduit, and cable) to ensure meeting critical construction and pre-operational testing milestones. The relationship between engineering release, material delivery and construction installation for each commodity curve is reviewed to ensure that enough time is available for detailing, fabrication, and delivery to the jobsite to provide sufficient backlog to support construction.
- Monitoring productivity of subcontractors and direct-hire construction activities and initiating corrective actions, where necessary.
- Providing maintainability input throughout project modifications.
- Implementing the construction automation plan.
- Serving as a WBS CAM as assigned by the Project Manager.
- Serving as a member of the Level 3 BCCB.
- Serving as a member of the Commissioning team.

Manager of Startup

The UPF Manager of Startup directs and coordinates all startup activities during design, through construction, turnover, preoperational testing, and completion of cold operations and readiness activities. Responsibilities include the following:

- Assembling the startup team.

- Ensuring that the requirements associated with the CNS Y-12 operational readiness program per Y15-190, *Readiness Manual*, are met for this project.
- Directing and overseeing startup planning and the work scope defined in the startup schedule associated with the project.
- Developing and executing the UPF Project Commissioning Plan.
- Ensuring the scheduling and facilitating of the scoping meeting with NNSA.
- Ensuring development and update of the plan of action.
- Developing and implementing the UPF Engineering Test Plan.
- Providing for independent review of the evidence to provide verification of status and administrative content.
- Managing and coordinating the turnover process for UPF systems.
- Managing and coordinating the Startup preoperational test program.
- Providing coordination for cold operations activities.
- Assisting in the development and review of the Facility Startup Plan.
- Assisting in the development and review of facility staffing plans and providing feedback to the organizations relative to their ability to provide the personnel necessary to operate the facility.
- Planning remedial actions with Production for those activities and issues that do not support the readiness schedule.
- Ensuring assignment of qualified test engineers for post-construction testing supporting operator training and initial cold operations as required.
- Ensuring appropriate selection and training of operations personnel are completed before start of initial operations.
- Serving as a WBS CAM as assigned by the Project Manager.
- Serving as a member of the Level 3 BCCB.
- Serving as the Commissioning Authority.

APPENDIX C: PROJECT SPECIFIC PROCEDURES/PROCESSES

During the contract transition, the existing procedures will be "blue sheeted" for implementation by CNS. To enhance UPF execution and achieve efficiency through streamlined processes, the project will develop project specific execution procedures. These procedures will be developed in a phased approach. Phase 1 (July 1, 2014) will address a specific number of procedures in Engineering, Project Management, Quality Assurance, Procurement and Project Controls. During Phase I, selected procedures will be revised prior to the completion of the "blue sheeting" effort. These procedures will be "blue sheeted" as revised while the remaining Phase I procedures will be implemented on July 1. Phase II (November 2014) will focus on further enhancements to procedures in Engineering, Quality Assurance and Project Controls. Including the development of the Project Management UPO/UPF (Zipper Plan). Phase III will evaluate opportunities to revise procedures in Engineering, Procurement (incorporate corporate approved procurement system), Contractor Assurance (adopt project specific issue management and corrective action program), Quality Assurance (potential standalone Project Quality Assurance Plan (QAP)), Project Controls (transition to certified EVMS system), and inclusion of associated BSAPs.

Upon approval of a BNI Subcontract, further evaluation will be made of the procedures, processes and tools to determine the degree and methods of their conversion and/or addition/replacement and this PMP will be revised accordingly.

As stated in Section 2.1, the UPF project will be developing a suite of project specific procedures and processes in a phased approach. The following are the topics planned in each phase.

Phase I

Engineering

UPF Configuration Management Plan (Y15-95-004)

UPF Design Guides and Standards (Y15-95-805)

UPF Establishing & Maintaining the Technical Basis ((Y17-95-009)

UPF Design Criteria (Y17-95-69-304)

UPF Drawing Control (Y17-95-69-305)

UPF Design Analyses Calculations (Y17-95-69-307)

UPF Equipment Data Sheets (Y17-95-69-309)

UPF Equipment Specifications (Y17-95-69-310)

UPF Design Reviews (Y17-95-69-324)

UPF Design Verification (Y17-95-69-325)

UPF Engineering Studies (Y17-95-69-328)

UPF Engineering Procedure System (Y17-95-69-800)

UPF Systems Engineering Management Plan (Y17-95-69-803)

UPF Engineering Interface Control (Y17-95-69-804)

UPF Material Requisitions (Y17-95-821)

UPF Project Engineering Procedures Master Index (ML-EG-801768-Axxx)

UPF Hazardous Material Identification & Screening (Y74-95-801)

UPF Safety Basis Documents for Nuclear & PSM/RMP Facilities (Y74-95-802)

UPF Safety Basis Documents (Y74-95-803)

UPF Hazardous Identification and Screening to Support Development of a Hazard Evaluation Study (DG-EF-801768-A001)

UPF Hazardous Evaluation Study Process (DG-EF-801768-A002)

UPF Accident Analysis Process (DG-EF-801768-A003)

UPF System, Structure & Component Analysis (DG-EF 801768-A004)

UPF Safety Basis Documents (DG-EF-801768-A005)

Criticality Safety Approval/Requirements Development, Review & Approval (Y70-68-001)

Review of Documents Implementing Fissile Material Activities (Y70-68-007)

UPF Nuclear Criticality Safety Process Study Development (DG-EN-801768-A002)

<u>Project Management</u>

UPF Project Procedure System (Y15-95-235)

<u>Quality Assurance</u>

UPF Internal QA Audits (Y60-95-801)

<u>Procurement</u>

UPF Supplier Quality Manual (Y30-95-801)

<u>Project Controls</u>

Project Schedule (Y13-87-204)

Trends Identification, Analysis and Reporting (Y13-87-206)

Project and Baseline Change Control for Multi-year Projects (Y13-87-207)

Variance Analysis Reporting (Y13-87-210)

Project Control Tools Setup (40P-C030-00205)

Phase II

Engineering

UPF Commercial Grade Dedication Packages (Y15-95-910)

UPF Construction Specifications (Y17-95-69-300)

UPF Design Process (Y17-95-69-321)

UPF Seller Engineering and Quality Verification Documents (Y17-95-69-809)

UPF Equipment, Valve, Instrument, Line Lists (Y17-95-69-820)

UPF Value Engineering (Y17-95-69-8xxx)

UPF Engineering Document and Data Deliverables to Procurement, Construction & Startup (Y17-95-69-8xxx)

UPF Engineering Constructability (Y17-95-69-8xxx)

UPF Dispositioning of Non-Conformance Reports (Y17-95-69-8xxx)

UPF Dispositioning of Field Change Documents (Y17-95-69-8xxx)

UPF Subcontracting Engineering Work (Y17-95-69-8xxx)

UPF Supplier Deviation Disposition Requests (Y17-95-69-8xxx)

UPF Technical Services Contract (Y17-95-69-8xxx)

UPF Contracts and Subcontracts (Y17-95-69-8xxx)

UPF Bid Evaluations (Y17-95-69-8xxx)

UPF Specifying Supplier QA Program Requirements (Y17-95-69-8xxx)

UPF Evaluation of Supplier QA Programs (Y17-95-69-8xxx)

Quality Assurance

Graded Approach to Quality (Y60-015, Ch. 1.1)

Qualification and certification on ND Testing Personnel (Y60-015, Ch. 1.7)

Project Controls

Documentation in support of Project Baseline Development (Y13-87-006)

Project Controls Plan (40P-C030-00202)

Estimating Procedures (40P-C030-003XX)

Cost Control Procedures (40P-C030-004XX)

Planning and Scheduling Procedures (40P-C030-005XX)

Historical cost Report (40P-C030-00701)

Project Controls Quality Assessments (40P-C030-00902)

Project Management Processes

UPF/UPO Zipper Plan by August 1, 2014.

Phase III

Engineering

UPF System Verification and Plant Validation (Y17-95-69-806)

UPF System and Facility Specifications (Y17-95-69-807)

UPF Systems Analysis (Y17-95-69-808)

UPF Safety in Design Integration Team (Y17-95-810)

UPF Facility/System Design Description (Y17-95-69-315)

UPF Engineering Planning and Control

Project Controls

Transition to certified EVMS System

Risk and Opportunity Program

Procurement

Implementation of corporate approved procurement system prior to commencement of procuring long-lead items.

Contractor Assurance

Adopt project-specific issue management and corrective action program

Quality Assurance

Evaluate/develop Project Quality Assurance Plan (QAP)

SECTION J

APPENDIX J

KEY PERSONNEL

CLIN 0001

Jim Haynes	Chief Executive Officer
Morgan Smith	Chief Operating Officer
Michael Jones	Transformation Manager
Dave Beck	Program Integration Manager
Michael Beck	Mission Engineering Manager
Bill Tindal	Uranium Operations Manager
Michelle Reichert	Weapons Assembly/Disassembly Manager
Rick Glass	Mission Assurance Manager
Darrell Graddy	Mission Support Manager
Maureen Mendez	Chief Financial Offi cer
Janet Hunt	Human Resources Manager

CLIN 0002

Brian Reilly	Project Director
Mike Pratt	Project Manager

SECTION J

APPENDIX N

LIST OF APPLICABLE DIRECTIVES

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

Reference Document	Title
AL56XB	Development and Production Manual
ASME NQA-1 2008, 2009 Addenda, 1b 2011	Quality Assurance Requirements for Nuclear Facility Application
Baseline Security Procedure for NNSA SAP (Applies to Y-12 Only)	Baseline Security Procedure for NNSA SAP
DOE-DTRA-TP 50-2	Procedures for the Use and Control of Logistics Material for Permissive Action Link (PAL) Equipped Weapons (U)
DOD TB 700-2	DOD Ammunition and Explosives Hazard Classification Procedures
DOE O 130.1	Budget Formulation
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board (DNFSB)
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visits and Assignment Program
DOE O 150.1	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 205.1B Chg 2	Department of Energy Cyber Security Program
DOE M 205.1-3 Admin Chg 1	Telecommunication Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy

Reference Document	Title
DOE O 227.1	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting
DOE O 232.2 Admin Chg 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Admin Chg 1	Records Management Program
DOE O 252.1A Admin Chg 1	Technical Standards Program
DOE O 313.1	Management and Funding of the Department's Overseas Presence
DOE O 341.1A	Federal Employee Health Services
DOE O 350.2B	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC Area
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Admin Chg 1	Quality Assurance
DOE O 415.1 Admin Chg 1	Information Technology Project Management
DOE O 420.1C	Facility Safety
DOE G 420.1-1A	Nonreactor Nuclear Safety Design Guide for use with DOE O 420.1C Facility Safety
DOE O 422.1 Admin Chg 1	Conduct of Operations
DOE O 425.1D Admin Chg 1	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Admin Chg 1	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B Chg 2	Real Property and Asset Management
DOE O 433.1B Admin Chg 1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Admin Chg 1	Radioactive Waste Management
DOE M 435.1-1 Chg 2	Radioactive Waste Management Manual
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
DOE O 436.1	Departmental Sustainability
DOE O 440.2C Admin Chg 1	Aviation Management and Safety
DOE M 441.1-1	Nuclear Material Packaging Manual
DOE O 442.1A	Department of Energy Employee Concerns Program

Reference Document	Title
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
DOE O 443.1B	Protection of Human Research Subjects
DOE O 452.1D Admin Chg 1	Nuclear Explosives and Weapons Surety Program
DOE O 452.2D Admin Chg 1	Nuclear Explosive Safety
DOE M 452.2-1A Admin Chg 1	Nuclear Explosive Safety Manual
DOE M 452.2-2 Admin Chg 1	Nuclear Explosive Safety Evaluation Process
DOE O 452.3	Management of DOE Nuclear Weapons Complex
DOE O 452.4B	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.7	Protection of Use Control Vulnerabilities and Designs
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE O 458.1 Admin Chg 3	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1A*	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE O 461.1B*	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE O 462.1 Admin Chg 1	Import and Export of Category 1 and 2 Radioactive Sources and Aggregate Quantities
DOE O 470.3B	Graded Security Protection (GSP) Policy
DOE M 470.4-4A Chg 1	Information Security Manual (Section D – Technical Surveillance Countermeasures only)
DOE O 470.4B Admin Chg 1	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE M 471.2-4	Technical Surveillance Countermeasures Manual (TSCM) (Classified Annex only)
DOE O 471.3 Admin Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Admin Chg 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.5	Special Access Programs

*In accordance with guidance received from COL Daniel Zalewski, NA122-WDD Program Manager, DOE HQ, DOE Order 461.1A and 461.1B will both remain in the Contract until the expiration of the OTA in 2015.

Reference Document	Title
DOE O 471.6 Admin Chg 1	Information Security
DOE O 472.2 Admin Chg 1	Personnel Security
DOE O 473.3	Protection Program Operations
DOE O 474.2 Admin Chg 2	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2A	Identifying Classified Information
DOE M 481.1-1A Chg 1	Reimbursable Work for Non-Federal Sponsors Process Manual
DOE O 483.1A	DOE Cooperative Research and Development Agreements
DOE O 484.1, Admin Chg 1	Reimbursable Work for the Department of Homeland Security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 580.1A, Admin Chg 1	Department of Energy Personal Property Management Program
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE SNL TYPEBARG	Tie-down Procedure for Type A, B, ARG, and Miscellaneous Containers
DOE-STD-1020-2012	DOE Standard – Natural Phenomena Hazard Analysis and Design Criteria for Department of Energy Facilities
DOE-STD-1027-1992, Chg Notice 1	DOE Standard – Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports
DOE- STD-1066-2012	DOE Standard – Fire Protection
DOE-STD-1070-94 (Reaffirmed 2013)	DOE Standard – Guidelines for Evaluation of Nuclear Facility Training Programs
DOE-STD-1073-2003	DOE Standard – Configuration Management Program
DOE-STD-1090-2011	DOE Standard - Hoisting and Rigging
DOE-HDBK-1092-2013	DOE Handbook - Electrical Safety
DOE-STD-1135-1999	DOE Standard – Guidance for Nuclear Criticality Safety Engineer Training and Qualification
DOE-STD-1186-2004	DOE Standard - Specific Administrative Controls
DOE-STD-1189-2008	DOE Standard – Integration of Safety into the Design Process
DOE-STD-1195-2011	DOE Standard – Design of Safety Significant Safety Instrumented Systems Used at DOE Non-Reactor Nuclear Facilities
DOE-STD-1212-2012	DOE Standard - Explosives Safety
DOE-STD-3007-2007	DOE Standard – Guidelines for Preparing Criticality Safety Evaluations of Department of Energy Non-Reactor Nuclear Facilities

Reference Document	Title
DOE-STD-3009-1994	DOE Standard – Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analyses
DOE-NA-STD-3016-2006	DOE Limited Standard – Hazard Analysis Reports for Nuclear Explosive Operations
DOE-STD-3020-2005	DOE Standard - Specification for HEPA Filters Used by DOE Contractors
DOE-STD-3024-2011	DOE Standard – Content of System Design Descriptions
DOE-STD-3025-2007	DOE Standard – Quality Assurance Inspection and Testing of HEPA Filters
DOE Tech Manual 45-51B	Transportation of Nuclear Weapons Material
DOE Technical Manual	Tie-down Procedures for Type B Containers, Shipped in SSTs/SFTs
EP-401075 Issue D	Electrical Testers for Nuclear Explosives
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12333	U. S. Intelligence Activities
Executive Order 12898	Environmental Justice
Executive Order 13186	Responsibilities of Federal Agencies to Protect Migratory Birds
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13513	Federal Leadership on Reducing Text Messaging While Driving
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance
Executive Order 13526	Classified National Security Information
Executive Order 13556	Controlled Unclassified Information
NA-10 WQAPM	Weapon Quality Assurance Procedures Manual
NFPA Codes and Standards	NFPA Codes and Standards
NHPA CRMP (September 2013)	Comprehensive Cultural Resource Management Plan for Pantex
NNSA BOP 001.311	NNSA Budget Validation Process
NNSA BOP 001.5	Management & Operating Contractor Employment Reporting
NNSA BOP 06.01, Chg 1	Value Management
NNSA Policy Letter: NAP-14.1-C, Chapter VII	NNSA Baseline Cyber Security Program
NNSA Policy Letter: NAP-14.1-D	Baseline Cyber Security Program

Reference Document	Title
NNSA Policy Letter: NAP-14.3-B	Transmission of Restricted Data over Secret Internet Protocol Router Network (SIPRNet)
NNSA Policy Letter: NAP-21	Transformational Governance and Oversight
NNSA Policy Letter: NAP-23	NAP-23, Atomic Energy Act Control of Import and Export Activities
NNSA Policy Letter: NAP-24 Atomic Energy Act Control of Import and Export Activities	DOE/NNSA Weapon Quality Policy
NNSA Policy Letter: NAP-25, Admin Chg. 1	Management and Operating Contractor Business Meals and Light Refreshment
NPO Procedure - NPO-SD-3.4.3	Conducting Readiness Reviews of Hazardous Non-Nuclear Facilities and Activities
NNSA Quality Plan 100-1 (QP-100) – The 1985 US/UK Mutual Defense Agreement, as Amended	Quality Plan 100-1
NNSA Supplemental Directive - NA-1 SD 226.1A	Line Oversight and Contractor Assurance System Supplemental Directive
NNSA Supplemental Directive - NA SD O 350.1	Management and Operating Contractor Service Credit Recognition
NNSA Supplemental Directive - NA SD 350.2 Rev 1	Use of M&O Contractor Employees for Services to the NNSA in the Washington DC Area
NNSA Supplemental Directive - NA SD M 452.3-1	Defense Programs Business Requirements and Processes Manual
NNSA Supplemental Directive - NA-1 SD G 1027	Guidance on Using Release Fraction and Modern Dosimetric Information Consistently with DOE STD 1027-92, *Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports, Change Notice No. 1*
ORR PCB FFCA	Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement
PSLM	Primary Standards Lab Memo
Requirements Modernization and Integration (RMI) Project Approved Federal Requirements (For additional implementing information on NNSA directives, visit the RMI Explorer Portal @ https://rmi.sandia.gov/Pages/Home.aspx)	R001, Issue C1: Product Realization R002, Issue B4: RMI System Management R003, Issue B1: Product Definition Control R006, Issue C1: 6.X Process R007, Issue A4: DSW Program Funding Within PPBE Process R008, Issue A3: Portfolio-Program-Project Management R009, Issue A4: Risk and Opportunity Management R010, Issue A4: Enterprise Need to Know R012, Issue A6: Requirements Engineering

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

(A) <u>Implementation of applicable directives.</u>

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

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

(2) The Contracting Officer will approve or disapprove the plan and notify the Contractor of the decision. If the Contracting Officer disapproves the plan, he/she shall clearly identify all deficiencies and provide reasonable suggestions for making the plan acceptable. Within 30 days after notification of the disapproval of a plan, the Contractor shall submit to the Contracting Officer the revised plan for approval as described above.

(3) During the process of implementation, the Contractor will notify the Contracting Officer if modifications to the plan are required for any reason. The Contracting Officer will consider all such requests and will not unreasonably withhold his/her approval to modify such plans when circumstances warrant modification.

- *End of Appendix* -

SECTION J

APPENDIX P

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

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

Agreement entered into this, 1ST day of JULY, 2014, among the UNITED STATES of AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Consolidated Nuclear Security, LLC, a corporation/legal entity existing under the laws of the State of Delaware, (hereinafter referred to as the "Contractor") and SunTrust Bank, a banking corporation existing under the laws of the State of Georgia, with regional offices located at 9950 Kingston Pike, Knoxville, Tennessee (hereinafter referred to as the "Institution").

RECITALS

1. On the effective date of March 3, 2014, DOE and the Contractor entered into Contract No. DE-NA0001942 (hereinafter referred to as the "Contract,") providing for the transfer of funds on a payments-cleared basis. The term of this Agreement is from July 1, 2014 through December 31, 2014.
2. DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at an institution covered by U.S. Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.
   These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Institution.
3. The special demand deposit account shall be designated Consolidated Nuclear Security, LLC Government Fund Account #1 account. All ancillary accounts shall be designated the same, but having separate number followed by a sub-title denoting its specific purpose as in: "Government Funds #2, Payroll", etc.

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

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Institution or others with respect to such accounts.

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

3. DOE, or its authorized representatives, shall have access to financial records maintained by the Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Institution for a period of 6 years after the final payment under the Contract.

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

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

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

The Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE's prior contractor's solicitation dated April 1, 1999 and the Institution's bid in response to such solicitation, both of which are attached hereto, and subsequent amendments. The Institution agrees that per-item costs, detailed in the form "Schedule A SunTrust Proforma," attached hereto, will remain constant during the term of this Agreement. The Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Institution in payment thereof.

6. The Institution shall post collateral acceptable under U.S. Department of the Treasury Department Circular 176, with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including any non-interest bearing time deposit account), less the U.S. Department of the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of six (6) months, beginning on the first (1st) day of July, 2014, and ending on the thirty-first (31st) day of December, 2014.

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

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

10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract, referenced in Recital (1) between DOE and the Contractor is not renewed or is terminated, this Agreement among DOE, the Contractor, and the Institution shall be terminated automatically upon the delivery of written notice to the Institution.

11. In the event of termination, the Institution agrees to retain the Contractor's
    (a) special demand deposit account for an additional 90-day period for clearance of outstanding payment items.

    This agreement shall continue in effect for the 90-day additional period, with exception of the following:

    1. Term Agreement (Covenant 7)

    2. Termination of Agreement (Covenants 8 and 9)

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

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of six (6) pages, including the signature pages, to be executed as of the day and year first above written.

By: [redacted]

Jill Y. Albaugh, Contracting Officer
NNSA Production Office
301 Bear Creek Road
Oak Ridge, TN 37830

13 May 2014
Date Signed

WITNESS

Name of Witness

[redacted]

By:

Consolidated Nuclear Security, LLC.

[redacted]

Maureen M. Mendez, Treasurer & Controller
P.O. Box 5719
Oak Ridge, TN 37831-5719

5/13/14
Date Signed

Name of Witness

[redacted]

By:

SunTrust Bank

[redacted]

Eric M. Anderson / First Vice President
Print Name and Title

9950 Kingston Pike
Knoxville, TN 37922
Address

5/19/14
Date Signed

CERTIFICATE

I, James Humphries, certify that I am the Secretary of the limited liability company named as Contractor herein; that, Maureen M. Mendez, who signed this Agreement on behalf of the Contractor, was then Treasurer and Controller of said corporation and that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

[redacted]

(Corporate Seal)

Consolidated Nevada Security, LLC
CORPORATE SEAL
JANUARY 30, 2012
DELAWARE

CERTIFICATE

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

[redacted]

(Corporate Seal)

Schedule A SunTrust Proforma Pricing
SUNTRUST BANK for Consolidated Nuclear Security, LLC
COMBINED ACCOUNTS: 1000166124742, 1000149725987, 8800636386 & 8800636394

Account Analysis

Service	Sun Trust Proforma
DEMAND DEPOSIT SERVICES	
Account Maintenance - Monthly	$17.0000
Insufficient Funds Items	$0.0000
Electronic Credits Posted	$0.1100
Items Paid Not Enclosed	$0.1700
Items Paid Enclosed	$0.2000
Unavailable Funds Items	$0.0000
Electronic Debits Posted	$0.1100
Other Miscellaneous Debits	$0.1100
Overdraft Items Paid	$0.0000
Credit Reference-Manual	$0.0000
Items Deposited	$0.1100
Check Cashing Fee	$0.1100
ZERO BALANCE SERVICE	
ZBA Master Account	$25.0000
ZBA Sub Account	$10.0000
CONTROLLED PAYMENT SERVICES	
Controlled Payment-Mth Maint	$100.0000
Control Payment-Checks Paid	$0.1100
Controlled Payment-Mismatches	$1.0000
Controlled Pymt Issues - Bank Created	$15.0000
CPR Auto D/T To Bank/Tran	$8.0000
CPR Auto D/T To Bank/Rcrd	$0.0100
CPR Returned Item	$10.0000
ARP SERVICES	
Partial Recon- Base Fee	$60.0000
ARP Auto D/T to Client/Trans	$8.0000
ARP Auto D/T to Client/Rcrd	$0.0100
IMAGE DELIVERY SERVICES	
CD ROM Images Per Item	$0.0425
CD ROM Stmts/Reports Returned	$0.0000
CD ROM PREMIUM CD	$32.0000
ENTERPRISE PAYMENT PROCESSING	
Check Print Monthly Maintenance	$100.0000
EPP Ck Print Express Mail	
EPP Data Trans to STI Per File	$5.0000
EPP Data Trans to STI-Records	$0.0030
ACH SERVICES	
ACH Monthly Maintenance	$8.0000
ACH Calendar Monitoring Fee	$20.0000
ACH File Transmissions, Self	$9.0000
ACH File Transmissions, Vendor File	$9.0000
Consumer PPD Debits Originated	$0.0400
Consumer PPD Credits Originated	$0.0400
ACH Addenda Orig	$0.0200
Corp Credits Orig CCD,CCD+CTX	$0.0400
ACH Reversals - Item	$3.0000
International Credits Orig	$0.0400
ACH Return Item	$3.0000
ACH Deletions Batch or File	$10.0000
ACH Deletions - Item	$10.0000
ACH Exception Processing	$0.0000
ACH NOC Item	$0.0000
ACH FRAUD CONTROL	
AFC Fraud Cntrl Monthly Main (1st Acct)	$25.0000
AFC Fraud Cntrl Monthly Main (After 1st acct)	$10.0000
EDI SERVICES	

Schedule A SunTrust Proforma Pricing
SUNTRUST BANK for Consolidated Nuclear Security, LLC
COMBINED ACCOUNTS: 1000166124742, 1000149725987, 8800636386 & 8800636394

Account Analysis

Service	Sun Trust Proforma
EDI Monthly Maintenance	$105.0000
EDI Origination Per 1000 Characters	$0.5000
EDI Auto D/T to SunTrust/Trans	$6.0000
EDI Auto D/T to SunTrust/Rcrd	$0.0100
EDI Translated Rpt-per item	$1.0000
EDI Translated Rpt-Faxed Pages	$1.0000
WIRE TRANSFER SERVICES	
Wire Trsf Monthly Maint/Acct	$5.0000
W/T Out Rep/Semi (Oper Assist)	$8.0000
Draw Down Request	$5.0000
W/T Branch/Dept Initiated	$8.0000
W/T Out Rep (OTM PC WIRE)	$8.0000
Internal Wire Transfer Credit	$2.5000
W/T Out Non-REP (OTM PC WIRE)	$8.0000
W/T Internal Rep (OTM PC WIRE)	$5.0000
W/T Tracer/Reversal	$20.0000
W/T Incoming	$5.0000
ONLINE TREASURY MANAGER	
INFO RPTG Maintenance Fee	$60.0000
PD Service/Per Month	$5.0000
PD Acct Maint/Per Acct	$5.0000
PD Detail/ Per Item	$0.0250
SD Service / Per Month	$5.0000
SD Acct Maint/Per Acct	$5.0000
SD Detail/Per Item	$0.0250
Special Report Service/ Per Month	$10.0000
CAR Report/Per Day	$1.0000
CPR - Report(s)/Per Day	$1.0000
Stop Service / Per Month	$12.0000
Stop Payment/ Per Stop	$8.0000
ACH Service / Per Month	$20.0000
ACCT Transfer Service/Per Month	$0.0000
Acct Transfer / Per Transfer	$0.2500
Online Image Maintenance	$0.0000
Wire Service / Per Month	$15.0000
Image Acct Maint/Per Mo	$0.0000
Image Item Retrieval/Per Image	$0.7500
INTERNATIONAL SERVICES	
Intl W/T Out Non-Rep USD OTM	$5.0000

SECTION J

APPENDIX R

LIST OF CONTRACTING OFFICER'S REPRESENTATIVES

Contracting Officer's Representative (COR)
Alternate Contracting Officer's Representative (ACOR)

CLIN 0001

Name	Title	COR/ACOR	Functional Area
			COR/ACOR appointment authority is for activities under the COR's purview and is limited to:
Ivey, Kenneth D.	Acting Senior Scientific and Technical Advisor Manager's Office, NPO	COR	All technical and scientific functions, including matters relating to the DNFSB and other high-level advisory organizations regarding NPO; weapon program design agencies; startup/restart and operational readiness review/readiness assessments.
Vereb, Thomas E.	Assistant Manager for Business & Contract Management	COR	All business and contract management functions to include but not limited to procurement and contracts, budget formulation and execution, directives, Performance Evaluation Plan (PEP) fee process, audits, information technology, employee concerns and cost savings validation.
Brashears, Janice P.	Deputy Assistant Manager for Business & Contract Management	COR	All business and contract management functions to include but not limited to procurement and contracts, budget formulation and execution, directives, Performance Evaluation Plan (PEP) fee process, audits, information technology, employee concerns and cost savings validation.
Hoar, Kenneth	Assistant Manager for Nuclear Safety & Engineering	COR	All nuclear and criticality safety functions, including safety basis, criticality safety, nuclear explosives safety, and vital safety systems.
Goss, James E.	Deputy Assistant Manager for Nuclear Safety & Engineering	ACOR	All nuclear and criticality safety functions, including safety basis, criticality safety, nuclear explosives safety, and vital safety systems.
Alvarado, Carlos	Assistant Manager for Operations Management	COR	All facility operations to include, but not limited to nuclear facility operations, site occurrences, conduct of operations program, activity-level work control, facility and site management and maintenance programs.

Name	Title	COR/ACOR	Functional Area
Clark, Amanda L.	Deputy Assistant Manager for Safeguards & Security	COR	Providing program direction on all Safeguards and Security functions to include, but not limited protection program management, physical security, protective force operations, information protection, personnel security, cyber security, material control and accountability and the Nuclear Incident Response Program.
Morgan, William A.	Deputy Assistant Manager for Safeguards & Security	COR	Providing program direction on all Safeguards and Security functions to include, but not limited protection program management, physical security, protective force operations, information protection, personnel security, cyber security, material control and accountability and the Nuclear Incident Response Program.
Hitson, Mary Helen	Cyber Security Manager for Safeguards & Security	COR	Providing program direction on all Safeguards and Security functions to include, but not limited protection program management, physical security, protective force operations, information protection, personnel security, cyber security, material control and accountability and the Nuclear Incident Response Program.
Padilla, Mark A.	Assistant Manager for Programs & Projects	COR	All programmatic and project activities to include, but not limited to Directed Stockpile Work Readiness in Technical Basis and Facilities, Facilities and Infrastructure Recapitalization Program, Work for Others, Naval Reactors, Nuclear Nonproliferation, Campaigns, Packaging and Transportation, Nuclear Material Management, Plant Direct Research and Development and the preparation of strategic planning documents. Additional activities include infrastructure planning, energy sustainment, explosives program, start-up and restart activities, capital line items, expense projects and GPD/GPP
Zimmerman, Terry	Deputy Assistant Manager for Programs & Projects	ACOR	All programmatic and project activities to include, but not limited to Directed Stockpile Work Readiness in Technical Basis and Facilities, Facilities and Infrastructure Recapitalization Program, Work for Others, Naval Reactors, Nuclear Nonproliferation, Campaigns, Packaging and Transportation, Nuclear Material Management, Plant Direct Research and Development and the preparation of strategic planning documents. Additional activities include infrastructure planning, energy sustainment, explosives program, start-up and restart activities, capital line items, expense projects and GPD/GPP

Name	Title	COR/ACOR	Functional Area
Beard, Anna	Federal Project Director Programs & Projects	COR	Ongoing programmatic and project activities to but not limited to Nuclear Facility Fisk Reduction Project, American Recovery and Reinvestment Act, Emergency Operations Center and Lithium Production Capability.
Robbins, Teresa M.	Assistant Manager for Environment, Safety, Health, & Quality	COR	For the office of ESH&Q which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).
Morris, Susan D.	Deputy Assistant Manager for Environment, Safety, Health, & Quality	COR	For the office of ESH&Q which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office

Name	Title	COR/ACOR	Functional Area
			provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).
Snider, Craig A.	Deputy Assistant Manager for Environment, Safety, Health, & Quality	COR	For the office of ESH&Q which provides day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with the NNSA Defense Programs Weapons Quality Assurance Procedures Manual Chapters 4.3.b.(4) and 5.3.b.(1).
Slack, Terri L.	Site Counsel	COR	Oversight of all legal matters, including the administration of 10 CFR 719, *Contractor Legal Management Requirements*.
Warner, Larry D.	Site Counsel	COR	Oversight of all legal matters, including the administration of 10 CFR 719, *Contractor Legal Management Requirements*.
Thompson, Michael	Assistant Deputy Administrator for Major Modernization Programs,	COR	All Major Modernization Programs to include but not limited to providing program direction on initiating timely work authorization, and performing oversight activities for Life Extension

Name	Title	COR/ACOR	Functional Area
	NA-19		programs, capability projects, and line item construction projects as identified in Major Program or Functional Areas.
Stenseth, William L.	Director, Office of Field Financial Management	COR	All financial and allotment related services to include but not limited to accounting, administrative control of funds and distribution and related budget execution, financial oversight, and financial reporting.
Roundtree-McClennan, Eileen	Deputy Director, Office of Field Financial Management	COR	Activities under your purview for all financial and allotment related services to include but not limited to accounting, administrative control of funds and distribution and related budget execution, financial oversight, and financial reporting
Sandoval, Nick A	Office of Field Financial Management	COR	Providing program direction, initiating timely work authorizations, and performing oversight activities for the Secure Transportation Asset in the Office of Secure Transportations.
CLIN 0002			
Eschenberg, John R.	UPF Federal Project Director NA-APM-1	COR	CLIN 0002 Uranium Processing Facility Project Management
Christenson, Dale E.	UPF Deputy Federal Project Director, NA-APM-1.3	COR	CLIN 0002 Uranium Processing Facility Project Management