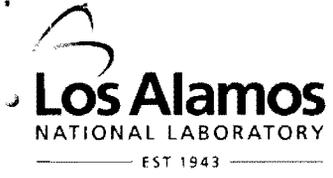
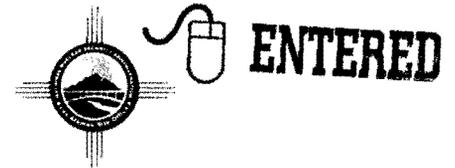


General



Environmental Programs
P.O. Box 1663, MS M991
Los Alamos, New Mexico 87545
(505) 606-2337/FAX (505) 665-1812



National Nuclear Security Administration
Los Alamos Site Office, MS A316
Environmental Restoration Program
Los Alamos, New Mexico 87544
(505) 667-4255/FAX (505) 606-2132

Date: June 30, 2009
Refer To: EP2009-0310

James P. Bearzi, Bureau Chief
Hazardous Waste Bureau
New Mexico Environment Department
2905 Rodeo Park Drive East, Building 1
Santa Fe, NM 87505-6303

Subject: Submittal of the RACER Institutional Agreement

Dear Mr. Bearzi:

Attached is a copy of the signed RACER institutional agreement between the Los Alamos National Laboratory (LANL) and the New Mexico Community Foundation (NMCF). The signatures are on two separate pages. This agreement provides the means by which NMCF will manage the RACER (Risk Analysis, Communication, Evaluation, and Reduction) project, including the following:

- Initial actions
- Ongoing maintenance of the RACER project
- Establishment of a communication plan and coordinating ongoing communication with Los Alamos National Laboratory, Department of Energy, and New Mexico Environment Department
- Establishment of communication with the public

This agreement further defines LANL's role in the following activities:

- Weekly data transmissions
- Backup of RACER database tools
- Assessing RACER tools
- Responding to data questions
- Interacting with community programs

If you have any questions, please contact Alison Dorries at (505) 667-0808 (adorries@lanl.gov) or Nancy Werdel at (505) 665-3619 (nwerdel@doeal.gov).

Sincerely,

Michael J. Graham
Michael J. Graham, Associate Director
Environmental Programs
Los Alamos National Laboratory

Sincerely,

George J. Rael
George J. Rael, Assistant Manager
Environmental Operations
Los Alamos Site Office

MG/GR/AD/SM:sm

Attachment: RACER institutional agreement between the Los Alamos National Laboratory and the
New Mexico Community Foundation

Cy: Keyana DeAguero, DOE-LASO (date-stamped letter emailed)
Nancy Werdel, DOE-LASO, MS A316
Alison M. Dorries, EP-WES, MS M996
Kristine Smeltz, EP-WES, MS M992
RPF, MS M707
IRM-RMMSO, MS A150 (date-stamped letter emailed)

INSTITUTIONAL AGREEMENT

Between

LOS ALAMOS NATIONAL SECURITY, LLC

and

NEW MEXICO COMMUNITY FOUNDATION, INC.

SUBJECT: The Management of the Risk Analysis, Communication, Evaluation and Reduction project database ("RACER").

This Institutional Agreement (Agreement) is entered by and between Los Alamos National Security, LLC (hereinafter referred to as LANS), a Delaware Limited Liability Company, which operates the Los Alamos National Laboratory ("LANL" or "the Laboratory") for the National Nuclear Security Administration of the United States Department of Energy (DOE/NNSA) pursuant to Contract No. DE-AC52-06NA25396 (Prime Contract), and the New Mexico Community Foundation, Inc. ("NMCF"), a New Mexico not for profit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code ("Code").

Now, therefore, it is hereby agreed as follows:

I. Background:

LANS, the United States Department of Energy ("DOE") and the New Mexico Environment Department ("NMED") entered into a Settlement Agreement and Stipulated Final Order in June 2007 ("SASFO").

Part IV of the SASFO required LANS and the DOE to fund certain tasks for the RACER project at LANL to accumulate, consolidate, and organize LANL environmental data, such as soil and groundwater monitoring data, and enter the data into a computer database. The database allows the spatial display of the data, the comparison of the data to standards and reference values, and plotting of trends in the data.

The RACER project database was developed by Colorado State University (CSU) and the Risk Assessment Corporation (RAC) and has been maintained by CSU pursuant to a subcontract with LANS. Paragraph (c) of Part IV of the SASFO provides that the database for RACER is to be turned over to NMCF. With the transfer of the database to NMCF, all tasks under the SASFO have been completed.

NMCF is to be responsible for overseeing the management of the database for RACER and to involve the public in the RACER project.

In furtherance of the public interest, DOE/NNSA has directed LANS through its Prime Contract to collaborate with and provide funding to NMCF for continued management of the RACER database

containing LANL environmental data and to facilitate public involvement concerning the RACER project.

Additionally, the parties recognize that a RACER Steering Committee will be established to provide oversight of the RACER project. The RACER Steering Committee will be comprised of representatives from NMED, LANS, DOE/NNSA, and NMCF.

II. Authority:

LANS enters this Agreement pursuant to the direction of DOE/NNSA and the authority of its Prime Contract, specifically its authority to protect the environment, to conduct an Environmental, Safety and Health Program, and to conduct an environmental management program under Subsections 1.0, 4.2, and 4.5 of Section J, Appendix B Statement of Work.

The authority for NMCF to act is pursuant to its authority under its Articles of Incorporation and Bylaws and in furtherance of its mission to serve and invest in New Mexico communities as well as the SASFO described above.

III. Purpose and Scope:

NMCF shall work with CSU/RAC to transfer the management of the RACER project database and will perform ongoing management of the RACER project database.

IV. NMCF Agrees:

A. Initial Action. As soon as practicable after the execution of this Agreement, NMCF will:

1. Obtain from CSU/RAC a copy of the current version of the RACER database and Data Analysis Tool (DAT).
2. Maintain adequate server space for the database and ensure the operation of the database and the Data Analysis Tool web interface.
3. Obtain from CSU/RAC copies of all supporting documentation for the measurement database and database tools, including but not limited to Requirements Documents, Design Documents, User Manuals, Implementation Plans, Test Plans, and Test Plan Results. If the supporting documentation is not timely received from CSU/RAC, NMCF will contact LANS for assistance in obtaining the supporting documentation.
4. Continue to manage the web page for the RACER project.
5. Continue to monitor the process for receiving automated data feeds to the RACER database.

6. Accept control of the RACER servers and associated software tools maintained by CSU pursuant to its subcontract with LANS that were acquired by CSU. NMCF will coordinate with LANS to validate that the property received from CSU matches the make, model and serial number of the government property in the possession of CSU under its subcontract with LANS. If the government property is not timely received from CSU, NMCF will contact LANS for assistance in obtaining the government property.

B. General Ongoing Maintenance of the RACER Project. NMCF shall provide the following general maintenance on an ongoing basis:

1. Provide a technical administrator ("Technical Administrator") who will be charged with the overall maintenance of the RACER project database and the web page as follows:
 - a. maintain the RACER database, Data Analysis Tool, and users' manuals.
 - b. maintain the web based application of the RACER measurement database and Data Analysis Tool accessible via the internet.
 - c. monitor the RACER tools and take appropriate action to correct any malfunctioning of the RACER tools. The RACER tools are copyrighted by RAC. Subject to any rights of DOE/NNSA in the RACER tools which may be applicable to the parties, no party to this Agreement may alter the copyright without the permission of RAC.
 - d. maintain criteria for acceptance of data into the RACER database.
 - e. integrate the information received from LANS and NMED into the RACER database.
 - f. correct, in a timely manner, any data display or data access errors upon discovery or notification of such errors.
 - g. communicate problems with data feeds such as automation, data access errors, inaccuracies and inconsistencies to NMED and LANS in a timely manner. Additionally, provide monthly reports of any problems to LANS.
 - h. provide security and backup for the RACER Database and associated web page and web site in accordance with the DAT installation plan document specifications.
 - i. If NMCF hires a contractor to be the Technical Administrator, NMCF will remain responsible for performing the work.
2. Promptly advise LANS and NMED of problems in the automatic data feed process.

3. Develop procedures for obtaining environmental monitoring data for LANS and NMED and other potential data collectors, to include :
 - a. Working with LANS, DOE and NMED to identify a single, primary point of contact within each organization, who will be available to assemble and provide information when questions arise about LANL environmental data.
 - b. Obtaining any requisite approvals from the RACER Steering Committee of any database or database tool changes.

C. Establishment of a Communication Plan and Coordinating Ongoing Communication with LANL, DOE, and NMED. NMCF will schedule and organize periodic meetings of the RACER Steering Committee. NMCF will provide an agenda for each meeting. Agenda items will include the following topics: (i) data and data communication; (ii) public input mechanisms and experiences; and (iii) LANL environmental operations/ programs status. Additional items may be added to the agenda at the request of NMCF, LANS, DOE, or NMED. The responsibility for hosting the meetings shall be rotated between LANS, DOE, and NMED. NMCF will take minutes of each meeting and will provide copies of the minutes to the respective representatives of the RACER Steering Committee.

D. Establishment of Communication with the Public. NMCF will establish lines of communications with the community in order to receive public input and disseminate information to the public. These lines of communication will include all of the following:

1. Maintaining or causing to be maintained, all necessary or appropriate updates to the RACER website.
2. Communicating with the public about the RACER project through mass communications such as group emails, newspapers, and radio.
3. Facilitating communications between the public and LANS and NMED to address questions and concerns about data within the RACER database.
4. Conducting focus groups and other public meetings to obtain recommendations concerning the RACER project. NMCF will forward appropriate recommendations to NMED and LANS.

E. Annual requirements. At least once a year, NMCF will:

1. Provide an annual report to NMED, LANS and DOE on the RACER project. The report will include at least the following: (i) a progress report on the RACER database, and the performance of RACER tools; (ii) recommendations, if any, for increasing the effectiveness of public input on corrective action decisions by LANS; (iii) the accomplishments made during the year, if any, and (iv) any other information NMCF determines to be relevant to the effective operation of the RACER project.

2. Prepare and provide to LANS, DOE and NMED an annual work plan that recommends the general activities that should be carried out by each recipient to further the RACER project. The annual work plan should also recommend goals for the year.

V. LANS Agrees:

A. Weekly Data Transmissions. LANS will establish and maintain an automated procedure for providing weekly environmental data transmissions from LANL to the Technical Administrator for updating the RACER database.

B. Backup of RACER Database Tools. LANS will maintain a configuration control copy of the RACER database and tools.

C. Assessing RACER Tools. LANS, in coordination with the RACER Steering Committee, will continually assess the RACER tools to determine whether modification of the RACER tools is necessary or desirable.

D. Responding to data questions. LANS will respond to NMCF requests for assistance concerning data issues in a timely fashion.

E. Community Programs. LANS will be actively involved in RACER related community-wide programs.

VI. Termination

A. Termination for convenience. In the event DOE/NNSA (a) terminates LANS' prime contract in whole or in part and this Agreement is not otherwise assigned to a follow-on prime contractor at LANL pursuant to Section XII of this Agreement, or (b) reduces, reprograms or eliminates funding for the LANL environmental management program, and where such action as described in (a) and (b) materially affects LANS' ability to continue funding this Agreement, LANS reserves the right to terminate this Agreement, or any part hereof. In the event of termination under this clause, NMCF shall immediately stop all work hereunder and shall immediately cause any and all of its contractors to cease work. Subject to the terms of this Agreement, NMCF shall be paid a percentage of the price of this Agreement reflecting the percentage of the work performed prior to the notice of termination, plus such reasonable charges that NMCF can demonstrate to LANS' satisfaction, through its standard record keeping system, have resulted from the termination. NMCF shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. NMCF shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

B. Termination for cause. Either party may terminate this Agreement, or any part hereof, for cause in the event of any material default by the other party, or if such other party fails to comply with any material terms and conditions of this Agreement, or fails to provide the other party, upon request, with adequate assurances of future performance; provided that an alleged default by NMCF

is not cured within thirty (30) days after delivery of written notice of default by LANS, and any alleged default by LANS is not cured within thirty (30) days after delivery of written notice of default by NMCF. In the event of termination for cause for default by NMCF, LANS shall not be liable to NMCF for any amount for supplies or services after the effective date of termination, and NMCF shall be liable to LANS for any and all rights and remedies provided by law. If it is determined that LANS improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience to the extent permitted hereunder.

C. *Disposition of Data.* Upon termination of this Agreement, all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed work and work in progress, and such other information and materials as may have been accumulated by NMCF in performing this Agreement shall be delivered to LANS.

VII. Modifications:

This Agreement may be modified by a written amendment, duly executed by authorized officials of NMCF and LANS.

VIII. No Third Party Rights:

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party hereto.

IX. Liability:

Notwithstanding anything in this Agreement incorporated herein, each Party shall be responsible for any claims and demands arising under the Agreement in proportion to its fault in the events giving rise to such claims and demands, as determined by the law and judicial precedent and as limited by any federal or state law applicable to one or the other of the Parties.

X. Disputes:

A. *Definitions.* For purposes of this clause:

“Board” means the Civilian Board of Contract Appeals or such successor Board as may be established by law.

“Arbitration decision” means a decision of the Board in an arbitration pursuant to this clause.

“Claim” means a written demand or written assertion by either party seeking as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of a term of this Agreement, or other relief arising under, or relating to, this Agreement. A voucher, invoice, or other request for payment or equitable adjustment under the terms of the Agreement that is not in dispute when submitted is not a claim.

“Counterclaim” means a claim asserted in a pleading filed with the Board in an arbitration proceeding pursuant to this clause which arises from the same occurrence or transaction that is the subject matter of the opposing party’s claim.

- B. Nature of the Agreement. This Agreement is not a Government contract and, therefore, is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). NMCF acknowledges that GOVERNMENT is not a party to the Agreement and, for purposes of the Agreement LANS is not an agent of GOVERNMENT. Consequently, the provision for arbitration by the Board, as provided for in this clause, does not create or imply the existence of privity of contract between NMCF and GOVERNMENT.
- C. Scope of Clause. The rights and procedures set forth in this clause are the exclusive rights and procedures for resolution of all claims and disputes arising under, or relating to, this Agreement, and no action based upon any claim or dispute arising under, or relating to, this Agreement shall be brought in any court except as provided in this clause. The parties shall be bound by any arbitration decision rendered pursuant to this clause, which shall be vacated, modified, or corrected only as provided in the Federal Arbitration Act (9 U.S.C. §§1-16). An arbitration decision may only be enforced in any court of competent jurisdiction in the State of New Mexico.
- D. Administrative Resolution. The Parties shall, in good faith, attempt to resolve claims and disputes at the lowest possible level. In the event the Parties are unable to resolve the matter at the lowest level, prior to engaging in the dispute resolution procedures set forth in paragraphs E through I herein, the matter shall be referred to the LANS Director and the Foundation’s Board President for resolution.
- E. Request for Mediation.
 - 1. If the LANS Director and the Foundation’s Board President are unable to reach agreement, either party may request that the matter be scheduled for mediation. The request for mediation of a claim must be made within ten (10) business days from the date that any party provides to the other party written notice of cessation of direct negotiations.
 - 2. The parties will agree on the format of the mediation and will jointly select the mediator. The cost of the mediator and related expenses shall be divided evenly between the parties.
- F. Demand for Arbitration. If a mediation undertaken pursuant to paragraph E of this clause has been unsuccessful, and a party desires to pursue further action, the party must submit to the Board a written demand for arbitration of the claim within forty-five (45) Days after the mediation undertaken pursuant to paragraph E has been unsuccessful.
- G. Arbitration Procedures/Costs. The Board shall arbitrate the claim and any counterclaims in accordance with the Rules of the Board. All claims for \$100,000 or less shall be arbitrated under the Board’s Small Claims (Expedited) Procedure. All other claims,

regardless of dollar amount, shall be arbitrated under the Board's Accelerated Procedure. Both parties shall be afforded an opportunity to be heard and to present evidence in accordance with the Rules of the Board. Unless the Board orders otherwise, each party shall pay its own costs of prosecuting or defending an arbitration before the Board.

- H. Review of Arbitration Decision. An arbitration decision shall be final and conclusive unless a party files a timely action to vacate, modify, or correct the decision pursuant to the Federal Arbitration Act.
- I. NMCF Performance Pending Claim Resolution. NMCF shall proceed diligently with performance of the Agreement and shall comply with any decision of the LANS Representative pending final resolution of any claim or dispute arising under, or relating to, the Agreement.
- J. Choice of Law. The Agreement shall be governed by federal law as provided in this paragraph. Irrespective of the place of award, execution, or performance, the Agreement shall be construed and interpreted, and its validity determined, according to the federal common law of government contracts as enunciated and applied to prime government contracts by the federal boards of contract appeals and federal courts having appellate jurisdiction over their decisions rendered pursuant to the Contract Disputes Act of 1978. The Federal Arbitration Act, other federal statutes, and federal rules shall govern as applicable. To the extent that federal common law of government contracts is not dispositive, the laws of the State of New Mexico shall apply.
- K. Interest. Interest on amounts adjudicated due and unpaid by a party shall be paid from the date the complaining party files a demand for arbitration with the Board. Interest on claims shall be paid at the rate established by the Secretary of the Treasury of the United States pursuant to Public Law 92-41 (85 Stat. 97).

XI. Relationship of the Parties:

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, or representative of the other, nor will either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. In no event shall this Agreement be construed to establish a partnership, joint venture, or other similar relationship between the parties, and nothing contained herein shall authorize either party to act as an agent for the other.

XII. Assignment:

The Parties agree that LANS may, without notice, assign or transfer its rights and responsibilities under this Agreement to a follow-on prime contractor at Los Alamos National Laboratory.

XIII. Entire Agreement:

This Agreement constitutes the full and final understanding of both Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this Agreement and its Attachments.

XIV. Severability:

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

XV. Term of Agreement:

This Agreement will remain in effect from the date it is executed by the final signatory until December 31, 2015, or until terminated by either party in accordance with the Termination clause of this Agreement.

XVI. Agreement Review:

The parties shall conduct a biennial review of this Agreement for purposes of determining whether modifications to the Agreement are necessary or if early termination is appropriate.

XVII. Program Funding and Authorization Of Expenditures:

- A. *Total Price.* The total price to be paid by LANS to NMCF for the services provided in accordance with Section IV of this Agreement shall not exceed \$2,254,984. The maximum amount to be paid for services rendered for each calendar year during the term of this Agreement shall be as follows:

<u>Calendar Year</u>	<u>Not to Exceed Amount</u>
2009	\$242,719
2010	\$305,961
2011	\$316,235
2012	\$335,202
2013	\$339,235
2014	\$353,653
2015	\$361,979

Provided, however, should the parties negotiate a change to the services to be provided by NMCF as set forth in Section IV of this Agreement, including the addition of services for development of the database or database software, the price under this Agreement will be equitably adjusted to reflect the modified work and Section IV of this Agreement will be modified to specify the change in the scope of work. All changes will be accomplished through a modification of this Agreement in accordance with Section VII.

- B. Monthly Invoices. NMCF will provide to LANS on a monthly basis an invoice for the services performed and for the charges incurred in performing those services in accordance with the prices set forth in Exhibit "A". Each invoice shall contain the following certification signed by a NMCF official authorized to make the certification

The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment by LANS for effort performed.

- C. Payment. LANS will pay to NMCF the amount set forth in each invoice no later than thirty calendar days following the submission of a certified invoice. NMCF waives its right to monies to which it might otherwise have been entitled for any amount expended in excess of the ceiling price. No payment of invoices or portions thereof shall at any time constitute approval or acceptance of any work under this Agreement, nor be considered a waiver by LANS of any of the terms of this Agreement. However, title to all equipment and materials for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed work whether paid for or not, shall vest in LANS, or the U.S. GOVERNMENT as the case may be, and in any case shall not be part of NMCF's property or estate in the event NMCF is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of NMCF's insolvency, or if this Agreement is terminated.

XVIII. Principal Contacts:

The principal contacts for this Agreement are:

A. For LANS

For technical issues:

Alison Dorries, Environmental Manager 6
P.O. Box 1663
MS M996
Los Alamos, NM 87545-0001
Phone: (505) 665-6952
Fax: (505) 665-4747
adorries@lanl.gov

For Administration of the Agreement:

Andrea Martinez, Prime Contract Analyst
P.O. Box 1663
MS M722
Los Alamos, NM 87545-0001
Phone: (505) 665-5793

Fax: (505) 665-5552
anmx@lanl.gov

B. For NMCF

Mr. Michael Chamberlain, Chief Operating Officer
Ms. Denise Gonzales, Grant Administrator
343 East Alameda
Santa Fe, NM 87501
Phone: (505) 820-6860
Fax: (505) 820-7860
nmcf@nmcf.org

In the event of any change to a party's principal contact during the term of this Agreement, a party must provide notice to the other party within ten days of such change, including the name, title and contact information for the new principal contact.

XIX. Accountability Of Receipts And Disbursements

A. NMCF's financial management systems shall provide for the following.

1. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program.
2. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. NMCF shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
4. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to minimize the time elapsing between the transfer of funds to NMCF and the issuance or redemption of checks, warrants or payments by other means for program purposes by NMCF.
6. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

7. Accounting records including cost accounting records that are supported by source documentation.

XX. Records and Audits

NMCF shall maintain records and accounts in connection with the performance of this Agreement which will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from final payment unless otherwise specified by applicable law. NMCF and subrecipients that are institutions of higher education or other non-profit organizations shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations. LANS, the U.S. GOVERNMENT or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed Agreement price adjustments and claims.

XXI. Allowable Costs

The allowability of costs incurred by NMCF under this Agreement will be determined in accordance with the provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

XXII. Property Standards

The following materials and/or equipment will be furnished NMCF to be used in performance of the Work or Services under this Agreement. Such items will be furnished without cost provided NMCF shall, at its expense, accept delivery, load, unload, transport to points of use, care for such items until final disposition, and upon completion of the Work or Services return all surplus to a location designated by LANS. NMCF shall comply with the requirements of the Government Property clauses incorporated herein in the administration of Government property.

- (1) 1 Dell Quad Core Xeon E5410 Server, Processor 2x6MB Cache, 2.33GHz, 1333MHz FSB, PE2950 (223-4491); SN 50KTPB1, Value-\$5316.28
- (2) 2 Dell Smart-UPS 1500 VA USB and Serial RM2U 120 V : SN # SAS0822230067 and SN # SAS0822230075, Value-\$ 594.79 each

XXIII. FAR & DEAR Clauses and DOE Directives Incorporated By Reference

- A. The Federal Acquisition Regulation (FAR) and the Department of Energy Acquisition Regulation (DEAR) clauses which are incorporated by reference herein shall have the same force and effect as if printed in full text.

- B. Full text of the referenced clauses may be accessed electronically at website address:
<http://www.arnet.gov/far/> or <http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument>
- C. Wherever necessary to make the context of the unmodified FAR and DEAR clauses applicable to this Agreement, the terms shown below shall have the meaning as stated:
- (1) The term "Contractor" shall mean "NMCF;"
 - (2) The term "Contract" shall mean this Agreement; and
 - (3) The term "DOE", "Government," "Contracting Officer" and equivalent phrases shall mean LANS and/or LANS' representative, except the terms "Government" and "Contracting Officer" do not change:
 - In the phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property;"
 - In any patent clauses incorporated herein;
 - When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative;
 - When title to property is to be transferred directly to the Government;
 - When access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
 - Where specifically modified herein.
 - (4) For authorized audit rights, the term "Contracting Officer or an authorized representative of the Contracting Officer" shall also include "CONTRACTOR, or an authorized representative of CONTRACTOR."

FAR 52.245-1	Government Property (Jun 2007)
FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)
FAR 52.222-26	Equal Opportunity (Apr 2002)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

XXIV. Required Contract Provisions

All contracts, awarded by NMCF in furtherance of this Agreement, including small purchases, shall contain the following provisions as applicable:

A. FAR 52.244-6 Subcontracts for Commercial Items (Dec 2004)

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more, shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

C. Debarment and Suspension (E.O.s 12549 and 12689) –

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549 and is available at <https://www.epls.gov/>. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

NEW MEXICO COMMUNITY FOUNDATION

Michael Chamberlain, Chief Operating Officer

(date)

Los Alamos National Security, LLC:



Michael R. Anastasio, LANL Laboratory Director

6-18-09
(date)

A. FAR 52.244-6 Subcontracts for Commercial Items (Dec 2004)

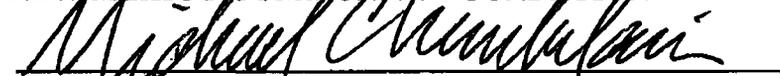
B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more, shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

C. Debarment and Suspension (E.O.s 12549 and 12689) –

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549 and is available at <https://www.epls.gov/>. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

NEW MEXICO COMMUNITY FOUNDATION


Michael Chamberlain, Chief Operating Officer

6/18/09
(date)

Los Alamos National Security, LLC:

Michael R. Anastasio, LANL Laboratory Director

(date)