

General  ENTERED

LANL RACER
4-12-12 steering
Committee meeting
Transition from RACER to Intellus

Cobrain, Dave, NMENV

From: Cobrain, Dave, NMENV
Sent: Monday, April 23, 2012 10:26 AM
To: Kieling, John, NMENV
Cc: Davis, Jim, NMENV
Subject: RACER status summary 4-12-12
Attachments: Chrome stlmt LANS-NMCF draft Institutional agrmt 4-12-12.pdf

John,

Here's a summary of what has transpired since March with regard to RACER:

HWB was informed by NMCF that in the February steering committee meeting LANL announced that they would cease loading data into RACER on February 29th. Beginning March 1 data would be loaded onto Intellus.

HWB reminded LANL, more than once, that they needed to notify NMED of the change and any delays related to the requirement to load new data weekly onto the database.

HWB received a letter dated March 20 from LANL with the notification [ENV-DO-12-0016] regarding transition of RACER data to Intellus and stating that the RACER database was no longer receiving data uploads. The letter stated that LANL would take over maintenance of the database. The letter also stated that "[t]he transition from RACER to the portal website has been discussed with and agreed to by your staff, the Oversight Bureau and the New Mexico Community Foundation."

HWB clarified to LANS that "NMED's presence at the meetings does not constitute NMED approval of any action regarding the management of the database..... NMED is aware of the transition process but made no agreement with LANL/DOE regarding this action nor does NMED have documentation in its administrative record indicating that NMED has agreed to or approved the transition of the database from RACER to Intellus." Email from Neelam Dhawan to Alison Dorries dated March 21, 2012. Alison Dorries of LANS replied by email that she understood on March 25, 2012. Her email cc:ed David Rhodes (DOE) and Deb Woitte (LANS attorney).

Neelam and I attended the April 12, 2012 RACER steering committee meeting at the DOE-OB office in Los Alamos. I attended to specifically ask DOE what database "maintenance" meant with regard to the requirement in the Chromium Settlement Agreement for NMCF to serve as the independent database manager as discussed with you and Jim approximately two weeks prior to the meeting. The purpose was to ask this question verbally rather than ask in writing to allow LANL to answer informally.

The April 12th RACER steering committee meeting was scheduled in mid March. NMCF added my name to the meeting agenda shortly before the meeting. The email to the committee containing the agenda stated that I was attending and specifically referenced questions about NMCF's role as independent manager (email from Sarah Wolters NMCF to steering committee April 11, 2012). HWB was surprised that David Rhodes of DOE did not attend the meeting since he had left a message with you (John) to call him on that day and he regularly attended the meetings and provided substantial input.

The Intellus database is publically accessible but there are no instructions for use, NMCF has not received any training to pass on to the public and HWB staff (myself included) have been only marginally able to access portions of the database because the information requested for queries contains unfamiliar terms, does not



provide drop down boxes for choices and the information required for queries is not always intuitive. I have personally identified major elevation data inaccuracies on the only two randomly selected wells that I queried.

The attached Interagency Agreement (IA) was presented to us by Alison Dorries of LANS at the April 12th meeting. NMED had not seen the attached agreement prior to the meeting. Alison Dorries informed us that the IA had been prepared by LANS attorneys. The IA specifically states that “[t]he parties to this agreement now desire to transition RACER to a cloud-based data system managed by LANS.” (Section I, paragraph 2). The IA also states that “LANS enters this Agreement as the direction of DOE/NNSA....” (Section II, paragraph 1).

I asked LANS how NMCF was serving as the independent database manager under Intellus. Alison Dorries replied that NMCF would hear from the public if there were problems and that public pressure on DOE and LANS would result in changes to the database. I asked how that function fulfilled the role of independent manager and received the same answer. LANS did not provide a response to NMCF’s inquiries regarding audits and data change tracking and accuracy reviews.

I asked how LANL was fulfilling the requirement to make new data available weekly given that the Intellus database was not particularly intuitive, there were no instructions for use on the website and, based on personal experience, at least some of the data was inaccurate. LANS responded that anyone could go in and “play with the database.”

I asked how the statement “[t]he parties to this agreement now desire to transition RACER to a cloud-based data system managed by LANS” in the draft IA did not violate the Chromium Settlement Agreement. Alison Dorries acknowledged that the statement violated the settlement agreement.

NMCF stated that they were not interested in signing the IA as presented at the meeting.

Borrowing from the LANS/DOE vernacular, rather than being “ambushed,” it’s more like the “coup d’etat” was disrupted. It seems very strange that LANS attorneys would generate a document like the draft IA since they would know it was in direct violation of the Chromium Settlement Agreement. It seems unlikely that the attached document was generated by an attorney since there are no markings labeling the document as confidential or “attorney client privilege” or “for internal distribution only”. LANS did not state in any way or even suggest that the draft IA was confidential at the meeting. LANS attorneys have been far more careful in the past. The statement that that “LANS enters this Agreement as the direction of DOE/NNSA....” also seems unusual for an agreement of this type that is directly connected to a settlement agreement signed by both LANS and DOE and could be interpreted as DOE distancing itself from a violation of Chromium Settlement Agreement.

HWB took an enforcement action on RACER last year at the direction of the General Counsel. The only way that LANL can take complete control of the database, which recent evidence appears to indicate, would be to reopen the settlement agreement and remove the provisions that address RACER, otherwise NMED does not appear to be in a credible position to overlook these provisions of the Chromium Settlement Agreement.

Dave

Main HWB Phone: 505-476-6000
Direct Office Phone: 505-476-6055
Fax: 505-476-6030 or 505-476-6060

INSTITUTIONAL AGREEMENT**Between****LOS ALAMOS NATIONAL SECURITY, LLC****and****NEW MEXICO COMMUNITY FOUNDATION, INC.**

SUBJECT: Support public interaction with the public environmental database website formerly known as the RACER (Risk Analysis, Communication, Evaluation and Reduction) database.

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, paragraph (c) of Part IV of which provides that the environmental database for RACER (Risk Analysis, Communication, Evaluation and Reduction) be managed by NMCF. With the transfer of the database to NMCF, the Settlement Agreement and Stipulated Final Order requires that LANL environmental data be uploaded to the public database weekly throughout the period of the Order on Consent.

Since 2009, the NMCF has been responsible for overseeing and maintaining the public database for RACER, which received data feeds from LANL and the NMED Oversight Bureau (NMED-OB). The NMCF has trained interested members of the public to access and use the database. The parties to this agreement now desire to transition RACER to a cloud-based data system managed by LANS. With this transition, environmental data from LANL and the NMED-OB will be directly uploaded to an environmental database accessible through a public website.

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 public website containing information about the environmental database and to support public access to the environmental database.

II. Authority:

LANL enters this Agreement at the direction of DOE/NNSA pursuant to the Prime Contract, specifically Subsections 1.0, 4.2, and 4.5 of Section J, Appendix B Statement of Work.

The NMCF acts under its Articles of Incorporation and Bylaws and in furtherance of its mission to serve and invest in New Mexico communities, and pursuant to this Institutional Agreement.

III. Purpose and Scope:

NMCF shall maintain the RACER Data Analysis Tool, while needed, and will support public access to the cloud-based environmental database through its webpage. The NMCF will remain responsible for performing the work described in this Agreement whether or not the NMCF hires a contractor to execute portions of this work.

IV. NMCF Agrees:

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

1. Maintain the web page for the RACER Data Analysis Tool until such time as the environmental data are available in the "cloud-based" environmental database through the public website.
2. Provide the following:
 - a. Security and backup for RACER Data Analysis Tool and public website.
 - b. A NMCF point of contact who will assemble and provide information to the public in response to questions about a provider's environmental data.

B. Activities in conjunction with the cloud-based environmental data website.

1. Maintain the NMCF website containing information about the cloud-based environmental database.
2. Include periodic sampling or data explanations, tables, or links as provided from LANL and NMED-OB on the NMCF website.
3. Chair the environmental database website steering committee meetings. The parties recognize that a Steering Committee will be maintained to provide oversight of the project. The Steering Committee will be comprised of representatives from NMED, LANS, DOE/NNSA, and NMCF.
- * 4. Monitor data quality, data integrity, and data provider technical approaches to bring issues to the steering committee for consideration; provide a periodic database data quality assurance function.
5. Interface with potential 3rd party data providers, communicate data requirements for acceptance, and interface with 3rd party to format data consistently.

C. Coordination of Ongoing Communication with LANL, DOE, and NMED. NMCF will schedule and organize periodic meetings of the Steering Committee and will provide an agenda for each meeting. NMCF will take notes of each meeting and will provide copies of the notes to the members of the Steering Committee.

D. 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. Establish means of communication to collect public input on LANL and NMED-OB environmental data and the database, answer questions about data or database as able, and/or refer questions to data experts at LANL or NMED-OB.
2. Hold public meetings or workshops on the environmental data and the database.
3. Hold meetings with LANL and NMED-OB to develop public outreach topics and participate in environmental data outreach activities and data meetings, as available.

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

1. Provide an annual report to LANS and DOE on the NMCF environmental database informational public website to include the accomplishments made during the calendar year and any information NMCF determines to be relevant to the effective operation of the project.
2. Prepare and provide to LANS, DOE and NMED an annual communications work plan that includes a detailed, annual budget request.

V. LANS Agrees:

A. Environmental Data Access. LANS will provide a cloud-based environmental database which may be accessed through a public website.

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

C. Community Activities. LANS will participate in environmental database-related community activities developed with the NMCF.

D. Program Evaluation. At least once per year, LANS will evaluate the fulfillment of this agreement by the NMCF and provide feedback on the effectiveness of the technical interface and the public involvement activities.

~~*~~ E. Assessing Public Interface. LANS, in coordination with the Steering Committee and with consideration of public input, will continually assess the website access to the cloud-based environmental database to determine whether modifications are necessary or desirable.

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, in whole or in part. In the event of termination under this clause, LANL will immediately provide written notice to NMCF that the 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, in whole or in part, 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 to this agreement.

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 proceeding 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 described 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 to NMCF's President for resolution.
- E. Request for Mediation.
1. If the LANS Director and the NMCF's 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 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, 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 \$710,000. The maximum amount to be paid for services rendered for each federal fiscal year during the term of this Agreement shall be as follows:

<u>Federal Fiscal Year</u>	<u>Not to Exceed Amount</u>
2012	\$170,000
2013	\$175,000
2014	\$180,000
2015	\$185,000
2015	\$190,000

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". Invoices must be submitted within a reasonable period of work performed, preferably within 60 days. Each invoice shall contain the following certification signed by a NMCF official authorized to make the certification

The undersigned certifies that the information contained 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 contained 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. Authorization Of Expenditures

The terms of this Agreement and future funding are contingent upon sufficient appropriations and authorizations being made by the U.S. Government for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by LANS to NMCF. LANS is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure. LANS' decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

XIX. Principal Contacts:

The principal contacts for this Agreement are:

A. For LANS

For technical issues:

Alison M. Dorries, Environmental Protection Division Leader
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:

Prime Contract Management Office
c/o Donna Bailey
MS M722
P.O. Box 1663
Los Alamos, NM 87545-0001
Phone: (505) 667-1101
Fax: (505) 665-5552
dbl@lanl.gov

B. For NMCF

Denise Gonzales, Director of Community Philanthropy
502 West Cordova Road, Suite 1
Santa Fe, NM 87505
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.

XX. 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.

XXI. Records and Audits

NMCF shall maintain records and accounts in connection with the performance of this Agreement that 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 claim.

XXII. 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."

XXIII. 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, Processor2x6MB 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

XXIV. 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 (Mar 2007)

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 (Sep 2006)

FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)

XXV. 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 2008)
- 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

Jennifer M. Parks, President and Chief Executive Officer

(date)

Los Alamos National Security, LLC:

Michael Brandt, LANL Associate Director

(date)

Cobrain, Dave, NMENV

From: Dhawan, Neelam, NMENV
Sent: Monday, April 23, 2012 9:32 AM
To: Cobrain, Dave, NMENV
Subject: FW: [The RACER Project] 4/12 Meeting Agenda

From: Sarah Wolters [<mailto:notifications@newmexicocommunityfoundation.basecamp.com>]
Sent: Wednesday, April 11, 2012 12:40 PM
To: Dhawan, Neelam, NMENV
Subject: [The RACER Project] 4/12 Meeting Agenda

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Company: [New Mexico Community Foundation](#)



Sarah Wolters posted a new message:

4/12 Meeting Agenda

The Steering Committee will meet this Thursday, April 12 from 9:00 – 11:00 AM at NMED Oversight Bureau's office in Los Alamos.

The primary purpose of Thursday's meeting is to discuss: 1) the current status and schedule for completion of Intellus New Mexico; and 2) the role of New Mexico Community Foundation after the transition to Intellus NM. There have been a number of questions from all member organizations that remain unanswered regarding the overall roles and responsibilities which NMCF will undertake in Intellus New Mexico.

Dave Cobrain of NMED Hazardous Waste Bureau and Jenny Parks of NMCF will be in attendance

Please review all attached documents which will be used to inform our discussion on Thursday.

Sincerely,
Sarah Wolters

 [April 12, 2012 Meeting Agenda.doc](#)
51.5 KB

 [NMCF's Role as Data Manager.pdf](#)
546 KB

This message was sent to Alison Dorries, Bill Bartels, Chris Echohawk, Courtney Perkins, David S. Rhodes, Denise Gonzales, James Biggs, Jenny Parks, Karen Schultz Paige, Kim Granzow, Neelam Dhawan, Ralph Ford-Schmid, and Sarah Wolters.

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Cobrain, Dave, NMENV

From: Dhawan, Neelam, NMENV
Sent: Wednesday, April 11, 2012 7:42 AM
To: Cobrain, Dave, NMENV
Subject: FW: [The RACER Project] Re: Request for 4/12 Steering Committee Agenda Items

From: Denise Gonzales [<mailto:notifications@newmexicocommunityfoundation.basecampHQ.com>]
Sent: Tuesday, April 10, 2012 12:16 PM
To: Dhawan, Neelam, NMENV
Subject: [The RACER Project] Re: Request for 4/12 Steering Committee Agenda Items

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Company: [New Mexico Community Foundation](#)



Denise Gonzales commented on the message:
[Request for 4/12 Steering Committee Agenda Items](#)

Hi Chris,

Our staff reviewed the last draft of the IA that you sent and we have a few concerns that need to be resolved before NMCF will sign. There will not be enough time to resolve these issues at the steering committee meeting. We may touch on some of the issues that we are concerned with at the meeting on Thursday, however, we suggest that we meet in the next couple of weeks to discuss.

This comment was sent to Alison Dorries, Bill Bartels, Chris Echohawk, Courtney Perkins, David S. Rhodes, Denise Gonzales, James Biggs, Jenny Parks, Karen Schultz Paige, Kim Granzow, Neelam Dhawan, Penny Gomez, Ralph Ford-Schmid, and Sarah Wolters.

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