ACCESS TO Y-12

CONSOLIDATED NUCLEAR SECURITY

ADDITIONAL TERMS AND CONDITIONS

FOR

Y-12 ACCESS TO SITE UCN-26303

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1) DEFINITIONS

The following terms shall have the meaning:

A. Government means the United States of America and includes the U. S. Department of Energy (DOE), the National Nuclear Security Administration (NNSA), or any duly authorized representative thereof.

B. Company means Consolidated Nuclear Security, LLC acting under its Prime Contract No. DE-NA0001942 with DOE.

C. Seller means the person or organization that has entered into this Agreement with the Company.

D. Agreement means Purchase Order, Subcontract, Price Agreement, AVID Agreement, Basic Ordering Agreement, or Modification thereof.

E. Subcontract Technical Representative means the duly authorized Company representative who provides technical direction to the Seller in performance of the work under this Agreement.

F. Procurement Representative means Subcontract Administrator, Buyer, Procurement Specialist, or Contract Specialist acting within the limits of a written authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Company.

G. On-site work means work in furtherance of this Agreement at a DOE-owned or–leased area or Company-owned or–leased area.

H. The term "FAR" means the Federal Acquisition Regulations including all amendments and changes thereto in effect on the date of issuance of this Agreement.

I. The term "DEAR" means the DOE Acquisition Regulations, including all amendments and changes thereto in effect on the date of issuance of this Agreement.

J. The term "U.S.C." means the United States Codes.

K. The term "Commercial Item/Service" or "Commercial Component" means the same as the definitions for these terms set forth at FAR 2.101.

The Seller must flow-down the contents of all clauses noted below to all lower-tier subcontracts involving performance of on-site work at the Y-12 National Security Complex or off-site at a site leased by the Company. Such provisions in lower-tier subcontracts shall not relieve Seller of its obligation to ensure compliance with all clauses for all aspects of work.

2) ACCESS TO Y-12 NATIONAL SECURITY COMPLEX

A. Personnel Access. All personnel of the Seller and its subcontractors who require access to the premises of Y-12 in performance of work under this agreement will be subject to the security controls prescribed by the Government. Unless otherwise expressly provided in this contract, all Seller personnel engaged in the performance of work under this agreement on the premises of Y- 12 must be citizens of the United States of America.

It is the responsibility of the Seller to ensure uncleared individuals employed or

subcontracted under this agreement are U.S. citizens. All Seller employees will be required to submit acceptable evidence of U.S. citizenship to Y-12 Security prior to receiving Y-12 access approval.

B. Acceptance of Personnel. Seller shall withdraw and replace any individual, including Seller or subcontractor employee assigned to work hereunder who, in the judgment of CNS or the DOE, is not qualified or desirable for such purpose. Due to the nature of work at Y-12, and for the safety and security of all personnel on the plant site, all Seller and subcontractor employees must read, understand, and communicate in English at a level sufficient to understand all instructions that may be given during the performance of work and satisfactorily complete all training without assistance.

C. Access control will be based upon location where work is to be performed, time duration for completion of the work, frequency of need for access, and other factors relative thereto.

D. The Company's normal work schedule at the Y-12 Site is Monday through Thursday. Seller's employees must adopt the work schedule and work shifts acceptable to the STR. A work day is considered nine or ten hours; however, alternate work days and shifts may be required. Approval for Seller employees to work outside of normal hours, including holidays, requires written approval in advance from the STR. Access limitations and restrictions to the site and work area experienced by a Seller due to working outside normal working hours for Seller's own convenience, shall not be grounds for increased cost or adjustment to the schedule.

1. The Company will not reimburse Seller during closure of the Company facility or at Company leased facilities when security or inclement weather conditions arise.

2. Seller agrees to recognize Company holidays. The list of observed Company holidays is located at: Company Holiday Schedule | Y-12 National Security Complex (doe.gov)

3. The list of observed holidays for Y-12 construction craft is located in Article XII-Holidays of the Construction Labor Agreement (CLA). The CLA is posted at: Special Articles and Forms | Y-12 National Security Complex (doe.gov)

    a. Working hours while on official travel authorized by the Company are not subject to the limitations set forth in paragraph D above.

E. Use of Y-12 Premises. In the absence of written authorization from the Company Procurement Representative, use of Y-12 Premises by the Seller or its subcontractors of any tier, pursuant to access granted under this clause, shall be limited to work required by this Agreement to be performed on such premises. The use of the access privilege for any purpose other than to perform work required under this contract is prohibited and may be grounds for terminating this agreement or for finding that an individual is unacceptable under paragraph (B) of this clause.

3) COMMERCIAL ACTIVITIES

Neither the Seller nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the jobsite or elsewhere at the Y-12 National Security Complex.

4) PROHIBITED ITEMS AT Y-12

A. General. The prohibitions in this clause apply at the Y-12 National Security Complex and at sites leased by Y-12.

B. Alcohol. Alcoholic beverages are prohibited.

C. Information Technology (IT) devices.

1. Within Y-12's Limited Areas, Material Access Areas, and Protected Areas (security areas designated by DOE for the protection of classified and other materials), all personally owned IT devices are prohibited. The prohibited IT devices include, without limitation, cellular telephones, smartphones, smartwatches, wireless fitness trackers, smart tracking tags (e.g., Apple AirTags, Tile trackers), wireless earbuds/headphones (e.g., Airpods), personal digital assistants, personal electronic devices, pagers, and flash memory storage devices. The use of Bluetooth capability in any format (e.g., keyboards, mouse, phones) is prohibited in all Y-12 areas except property protection area parking lots and on Bear Creek Road and access roads. Examples include the iPhone, iPod, iPad, Droid, BlackBerry, Evo, Pro Plus, Rogue, e-readers such as the Kindle or Nook, netbooks, and laptop computers. These are only examples and this list is not exhaustive.

2. Mandatory Building Disable: Bluetooth must be completely turned off on all devices prior to entering any Y-12 building or facility (including the Jack Case Center and New Hope Center). Bluetooth is strictly limited to outdoors in designated facility parking lots (GAAs/PPAs) or while driving on access roads.

3. Personally owned IT devices may be taken into, and used in, Y-12's designated Property Protection Areas unless otherwise posted as prohibited. However, if any IT device contains one of the following features, then that feature cannot be used at any time:

   a. camera capability;

   b. built-in recording capability; or

   c. Wi-Fi connection to the Y-12 networks.

4. Personally owned IT devices may not be connected to Y-12 networks or Y-12 issued IT computing devices or components (i.e., printers). In no event may Y-12 data be stored on personally owned IT devices.

5. Visitors and Employees that require Medically Necessary Portable Electronic Devices (MEDPEDS) should contact Procurement Representative (PR) or Subcontract Representative (STR) to request the appropriate medical forms for authorization for

use on-site.

6. Seller employees must self-report to the STR any violation of these restrictions on IT devices.

7. In the event of a personal emergency while within the Y-12 National Security Complex (NSC) boundary, do not dial 911 from a cellular telephone. A personal cellular telephone may be used to contact the Y-12 Operations Center at 865-574-7172 for assistance. Dialing 911 from a cellular telephone does not contact the Y-12 plant's emergency services and will therefore delay assistance.

D. Dangerous instruments. Instruments likely to produce substantial injury to persons or property are prohibited. This prohibition includes:

1. Bows and arrows.

2. Explosive devices.

3. Firearms and any ammunition.

4. Knives with blades 2.5 inches and longer and switchblades.

5. Stun guns, mace, pepper spray.

6. Martial arts weapons and equipment.

7. Weapons or simulated weapons.

E. Vehicle Storage Exception. Personally owned removable storage devices and personal defense chemical irritants (such as pepper spray or mace) are prohibited inside facilities and security areas but are permitted to be stored on site only if kept locked inside the employee's personal vehicle at all times while parked in designated parking areas.

F. Media. Use of any personally owned media, such as Universal Serial Bus (USB) flash memory drives, USB memory keys, memory sticks, compact discs, floppy discs, etc., is prohibited without prior written approval obtained through the STR. Approval will require, among other things, that the media or device be labeled according to Y-12 guidance pertaining to data content type and thereafter properly accounted for and destroyed if required.

1. In no event may Y-12 data be stored on personally owned media.

2. Government owned media that has been used in private personal computers may not be connected, attached, or inserted into any government devise without prior written approval obtained through the STR.

G. Pagers. Two-way pagers are prohibited. One-way pagers and pagers with the capability for the user to select and transmit one of several manufacturers' pre-programmed responses (for example, "Message received") are allowed.

H. Transmitting, recording and photographic equipment. Transmitting, recording, or photographic equipment is prohibited without prior written approval obtained through the STR. Such equipment includes, but is not limited to:

1. Cameras.
2. Portable tape players.
3. Portable two-way radios.
4. Recording Devices.
5. Video recorders.

I. Wireless devices. The following are examples of devices that are prohibited without prior written approval obtained through the STR (the below list is not exhaustive):

1. Cordless telephones.
2. Devices with infrared, Bluetooth, or radio frequency (RF) capability; Bluetooth may, however, be used outside in facility parking lots designated as PPAs and while driving on Bear Creek Road and access road leading to or from PPA parking areas.
3. Global Positioning System (GPS) units.
4. Wireless local area networks (WLAN) and wide area networks (WANs).
5. Wireless mice and keyboards.
6. Wireless-enabled computers, including laptop and netbook computers, in Limited Areas, Material Access Areas, and Protected Areas.
7. Wireless radios (such as Nextel).
8. Wireless wide area networks.
9. Wireless audio-visual support equipment (such as wireless microphones, remote controls, headsets, and electronic white boards).
10. Wireless scanners and bar code readers.
11. Wireless survey or testing equipment.
12. Wireless tags.
13. Wireless special purpose sensors and other wireless instruments.
14. Wireless data acquisition equipment and data loggers.
15. Wireless Wi-Fi or broadband cards in Limited Areas, Material Access Areas, and Protected Areas.

J. Tools. The following tools are banned and not to be used on-site at Y-12:

1. Hand and Power Tools
    a. Fixed-blade utility knives and box cutters that do not retract and have the blade permanently exposed.
    b. Electric power tools that are not double insulated or grounded with a three-wire cord.
    c. Compressed air wands without a chip guard.

d. Portable grinders without the following features:

(1) Anti-kickback safety clutch, restart protection, and/or braking system to rapidly stop the wheel.

(2) Non-lockable pressure switch (one that cannot be locked in the “on” position).

e. Band saws without the following features:

(1) Enclosures or guards that cover the blade except for the working position.

(2) Fully enclosed wheels.

(3) Dual switch activation (portable band saws).

f. Circular saws without the following features:

(1) Guards above and below the base plate or shoe.

(2) A lower guard that covers the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contact the work.

(3) A lower guard that auto returns to the covered position when the blade is removed from the work.

g. Radial saws without the following features:

(1) An upper guard that completely encloses the upper half of the saw blade.

(2) The ability to auto adjust to the thickness of, and remain in contact with, the material being cut.

(3) Guards that cover the lower exposed portion of the blade.

(4) Non-kickback fingers or dogs that return the cutting head to the starting position when released by the operator.

h. Swing or sliding cut-off saws without the following features:

(1) A hood that completely encloses the upper half of the saw.

(2) Limit stops that prevent from extending beyond the front or back edges of the table.

i. Table saws without the following features:

(1) A hood over the portion of the saw above the table.

(2) Non-kickback fingers or dogs (saws used for ripping).

j. Drills without an e-clutch

2. Lock Out Tag Out Devices (LOTO)

a. Combination locks

3. Portable Ladders

   a. Single rail ladders, tripod ladders (ladders with 3 legs), and articulating ladders are prohibited.

4. Piling Operations

   a. Field made lifting devices are prohibited.

   b. Job made hydraulic lines and fittings are prohibited.

5. Powered Industrial Trucks (PIT)

   a. Modifications and additions (including attachments) that affect the weight, capacity or safe operation of the truck must have written approval from the manufacturer.

The following tools are flagged and are not to be used on-site at Y-12 without prior written conditional approval obtained through the STR:

1. Manual post drivers.

2. Job specific and/or job made tools.

5) ENVIRONMENT, SAFETY, AND HEALTH

A. Applicability -- This clause applies to all on-site work for both Seller and its lower-tier subcontractors at any level. Employees include Seller employees and all lower-tier subcontractor employees. Non-compliance with safety requirements is grounds for removal from or denial of access to Y-12.

B. Seller shall immediately notify the STR of all occupational injuries or illnesses. Seller shall submit written reports to the STR for occupational injuries or illnesses that are recordable under 29 CFR 1904, Subpart C, within two working days after Seller learns of the injury or illness. Reports shall be made on DOE Form 5484.3, *Individual Accident/Incident Report*. Before the third working day of each month, Seller shall submit a report for the previous month to the STR on UCN-21439, *Subcontractor Safety Performance Report*.

C. In accordance with Subcontractor specifications, the subcontractor must comply with the applicable provisions of 10 CFR 851, *Worker Safety and Health Program*.

D. Seller is subject to civil penalties for failure to comply with applicable 10 CFR 851, *Worker Safety and Health Program* requirements, or with Company's approved Program.

E. Seller shall comply with Occupational Safety & Health Administration (OSHA) medical surveillance requirements based on Seller's scope of work and the OSHA requirements for the treatment of illnesses and injuries. The 10 CFR *Worker Safety and Health Program* requirements include requirements for occupational medicine. Seller shall provide a program under the direction of a licensed physician meeting the credentials requirements of 10 CFR 851, Appendix A. 8(b), and personnel providing health services meeting the credentials requirements of Append A.8(c).

A written description of Seller's occupational medicine program is a required submittal under this Agreement. Seller's occupational medicine program contents will be determined by its Occupations Medicine Director and based on Seller's scope of work and associated hazards.

F. Seller shall review the criteria listed in UCN-22345, *Workplace Substance Abuse Program & Breath Alcohol Testing* to determine the necessity for implementation of a Workplace Substance Abuse Program that is compliant with the baseline requirements of 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites*. The Company also requires the addition of random alcohol testing to coincide with random drug testing.

G. Seller shall perform all work in accordance with DEAR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution* (DEC 2000). Depending upon the complexity and hazards associated with the work, Seller may be required to submit, as provided for in special articles UCN-26735, *Integration of Environmental, Safety, and Health Service Subcontract Specifications for Low-Risk Subcontracts* or UCN-26736, *Integration of Environmental, Safety, and Health Service Subcontract Specifications for Moderate/High Risk Subcontracts*, a Safety Management System that complies with DEAR 970.5223-1. Seller shall take all reasonable precautions in the performance of the work under this Agreement to protect the safety and health of all personnel and members of the public, and minimize danger from all hazards to the environment, life and property. Additionally, Seller shall comply with all environment, safety, and health regulations and requirements of the Company and DOE including, without limitation, such other provisions as may be contained in this Agreement relating to environment, safety and health. In the performance of any and all aspects of work subject to this clause, Seller shall:

1. Establish line management that is responsible for the protection of personnel, the public, and the environment. (Line management includes those Seller and subcontractor employees managing or supervising employees performing work);
2. Establish and maintain clear and unambiguous lines of authority and responsibility for ES&H matters at all organizational levels;
3. Ensure personnel possess the experience, knowledge, skills, and abilities necessary to discharge their responsibilities;
4. Ensure resources are effectively allocated to address ES&H, programmatic, and operational considerations;
5. Determine, before any on-site work is performed, the associated hazards are evaluated and ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences;
6. Ensure necessary administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards;
7. Comply with ES&H requirements of all applicable laws and regulations, and applicable Company or DOE directives identified in this Agreement; and

8. Cooperate with federal, state, and local agencies having jurisdiction over ES&H matters under this Agreement.

H. In addition to any rights and remedies otherwise available to Company, if Seller fails to comply with the requirements of this clause, the Company may:

1. Notify Seller in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, Seller shall immediately take appropriate corrective actions;

2. Require, in writing, that Seller remove from the work any employee the Company deems unsafe, incompetent, careless, or otherwise objectionable.

I. Stop Work Authority

1. All personnel on site, including Seller's personnel, have the right and responsibility to stop work or decline to perform an assigned task whenever they discover:

a. Conditions that pose (because of a reasonable belief) an imminent risk of death, serious physical harm or other serious hazard to workers or the public;

b. Conditions that, if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to the facility; or

c. Conditions that, if allowed to continue, could result in release, from the facility to the environment, of radiological or chemical effluents that exceed regulatory limits.

2. Seller shall promptly evaluate and resolve any noncompliance with ES&H requirements or conditions listed in (H)(1) above that it discovers or of which it is notified by the Company. If Seller fails to resolve the noncompliance or condition, or if at any time Seller's acts or failures to act cause substantial harm or an imminent danger to the environment or health and safety of employees or the public, Company may, without prejudice to any other legal or contractual rights of Company, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of Company.

3. Seller shall not be entitled to, and shall make no claim, for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage. If work is stopped or suspended because of a condition stated in this clause, then whether or not a written order is issued and whether or not this clause is cited at the time of the work stoppage or suspension, this clause applies notwithstanding any other clause in this Agreement that might apply.

4. The Procurement Representative may require Seller's participation, at Seller's expense, in Company fact-finding investigations of accidents, injuries, occurrences, and near-misses. Seller shall be responsible for all liability and related expenses resulting from Seller's violation of any laws or regulations, and such responsibility includes the obligation to defend, indemnify, and hold harmless Company, its

members, directors, officers and employees for Seller's conduct. Seller's obligation to indemnify, hold harmless and defend includes fines and penalties, attorney's fees and other reasonable costs of defending any action or proceeding.

6) MAJOR BREACH OF SAFETY

A. Safety is freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment.

B. Safety is essential to Company and is a material part of this Agreement. Company's safety priority is to protect: (1) the public; (2) the Company workforce (including Seller employees working on site); and (3) Y-12 Site facilities, equipment, and property.

C. A Major Breach of Safety is a category of breach of safety requirements constituting a material breach of contract that entitles Company to exercise any of its rights and remedies applicable to material parts of this Agreement, including termination for default. Examples of a Major Breach of Safety by the Seller (or lower-tier subcontractor) includes; but are not limited to, serious incidents (accidents or exposure resulting in serious consequences such as a lost time injury greater than 10 days, fatality, mission failure, or damage to Y-12 Site equipment or property greater than $100,000). Company may determine that a Major Breach of Safety occurs when the Seller or lower-tier subcontractor causes repeated (three or more) incidents (accidents or exposures resulting in an OSHA recordable injury or damage to Y-12 Site equipment or property greater than $10,000) within a period of twelve months. In determining whether repeated incidents have occurred, Company may consider all Agreements for work at Y-12 under which Seller is performing.

7) SELLER PERFORMANCE EVALUATION PROGRAM

In keeping with its goal of continuous improvement, the Company has established a Seller Performance Evaluation Program. This program is intended to create mechanisms for improving communications with Sellers, monitoring and evaluating performance, improving quality and timeliness, and fostering improved safety and security. Any Agreement awarded by the Company is a candidate for evaluation under this program.

8) REPORTING SAFETY PERFORMANCE

A. The Seller must immediately notify the STR of all occupational injuries. The Seller must submit written reports to the STR for occupational injuries or illnesses that are recordable under 29 CFR 1904, Subpart C, within two business days after the Seller learns of the injury or illness. Reports shall be made on DOE Form 5484.3*, Individual Accident/Incident Report*.

B. Before the third working day of each month, the Seller shall submit a safety report for the previous month to the STR on UCN-21439, *Subcontract Safety Performance Report* form.

C. The Seller shall forward subcontractor reports to the STR.

9) INSURANCE

A. General. Unless otherwise specified elsewhere in this subcontract, Seller, at its own expense, must provide and maintain during the entire performance period of this subcontract the following kinds and at least the minimum amounts of insurance:

1. Worker's Compensation - As required by applicable federal and state workers' compensation and occupational disease statutes or regulations.
2. Employer's Liability - $1 million each accident, $1 million each employee, $1 million policy limit for disease;
3. Commercial General Liability (Occurrence basis) - $1 million combined single limit for bodily injury and property damage per occurrence; $1 million personal injury limit each occurrence; must also include products-completed operations annual aggregate limit of $2 million and a general annual aggregate limit of $2 million (other than products-completed operations).
4. Comprehensive Automobile Liability - Minimum of $1 million per person and $1 million per occurrence for bodily injury and $1 million per occurrence for property damage;
5. Equipment Liability – Replacement or repair cost as determined by the manufacturer for any equipment Seller either provides or takes into its care, custody, or control in performing the subcontract;
6. Builders Risk (applicable only for construction subcontracts) - Value of the subcontract, written on an "all risk" basis. This insurance must cover all material and equipment installed or to be installed in permanent buildings and facilities and must include coverage for material in transit and in offsite storage.

B. Certificates. Before beginning any on-site work under this subcontract, Seller must submit to the Subcontract Administrator a certificate of liability insurance (former Acord form 25 or equivalent compliant with applicable state laws) certifying that the required insurance has been obtained.

All insurers on the certificate must have an A.M. Best Company financial strength rating of "A-," and a Financial Size Category of "VII" or higher, or an equivalent S&P rating of BBB. The certificate must:

1. Identify Company as the certificate holder,
2. State that the Company and the U.S. Department of Energy have been added as Additional Insureds on all liability policies other than workers' compensation or professional liability insurance. Lawler Wood must also be named an Additional Insured for work performed in the Jack Case Center or New Hope Center.
3. Contain an endorsement to the effect that any policy cancellation or modification affecting Company's or the U.S. Department of Energy's interests will not be effective either (A) for such period as may be prescribed by the laws of the state

where Seller is to perform the on-site work, or (B) until 30 days after the insurer or the Seller gives written notice to the Subcontract Administrator, whichever period is longer.

4. Contain a Waiver of subrogation. Seller waives subrogation under all liability policies against Company and the U.S. Department of Energy.

C. Replacement certificates. Seller must submit a replacement certificate if a required policy expires before work is complete.

D. No limitations. None of the requirements for insurance in this clause limits or qualifies the liabilities or obligations assumed by Seller under this subcontract.

E. Non-Waiver. Company's acceptance of any evidence of insurance, including any certificate of insurance, shall not:

1. Constitute acceptance of the adequacy of Seller's insurance coverage,

2. Imply that any insurance coverage provided by Seller complies with the requirements of this subcontract,

3. Be deemed as a modification of any of Seller's requirements in the subcontract, or

4. Waive Company's or the U.S. Department of Energy's rights to enforce any of Seller's requirements in this subcontract, including the requirements concerning insurance coverage amounts, insurance terms and conditions, and qualifications of insurance companies.

F. Acknowledgment. Seller acknowledges that neither Company nor the U.S. Department of Energy is maintaining any insurance on behalf of Seller including insurance covering loss or damage to the work performed under this subcontract or to any other property of Seller unless otherwise specifically set forth herein. Any liability insurance maintained by Company is excess of and shall not in any manner contribute to any loss covered by Seller's primary insurance or with any other insurance available to Seller in excess of such primary insurance and applicable to such loss.

G. Non-compliance. Company has no duty to advise Seller in the event Seller's insurance does not comply with the requirements of this subcontract. If Seller fails to procure and maintain all the insurance coverage required by this clause, Seller must indemnify and hold harmless Company and the U.S. Department of Energy from and against all claims, demands, costs, charges and expenses that would have been covered by such insurance had Seller complied with its obligations herein.

H. Lower-Tier Subcontracts. Seller must identify the parties, in all lower-tier subcontracts that require work on site and must require subcontractors to provide and maintain the insurance required in this clause. Before entry of each such subcontractor's personnel into an on-site area, upon request, Seller must furnish (or ensure that there has been furnished) to the Subcontract Administrator a certificate of liability insurance, meeting the requirements of paragraphs (A), (B), and (C) above, for each such subcontractor.

10) HUMAN RELIABILITY PROGRAM (HRP)

Work performed in restricted areas of the Y-12 site may require Seller personnel, including subcontractors at any lower tier, to be included in the Human Reliability Program (HRP). The components as outlined in 10 CFR 712 include supervisory review, medical assessment, psychological examination, initial testing and random testing thereafter for the use of illegal drugs or misuse of legally prescribed drugs, initial and random alcohol testing, management recommendation, and DOE security review and clearance determination. Seller personnel must successfully complete all of the above components to perform work in designated HRP positions.

11) BADGING, PERSONAL IDENTITY VERIFICATION CARDS, AND SECURITY CLEARANCES FOR SELLER EMPLOYEES

A. Source. This clause implements Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", as well as other DOE security requirements relating to badging and security clearances.

B. Badge Requirement. Seller employees may gain access to the Y-12 (NSC), or a site leased by the Company, only after they have been issued badges by the Company. An HSPD-12 credential, hereafter referred to as the DOE Personal Identity Verification (PIV) Card, must be issued to and worn by all Seller employees who require long term (greater than 6 months) access. Seller employees who do not possess a DOE PIV Card will be issued a local site-specific only (LSSO) badge. Those Seller employees requiring infrequent access may be issued a visitor badge. The STR will notify the Seller of the information required to request a visitor badge. Except as provided in the “Foreign National” clause of this subcontract, DOE PIV, LSSO, and visitor badges will be issued only to United States citizens.

C. Badge Procedure

1. For Seller employees who will not require a DOE PIV Card, the Seller must submit a “Y-12 Badge and Access Request” to the STR. The STR will verify the information on the request, to include the contract number and associated data, and submit the form to the badge office.

2. All Seller employees must attend a security briefing and present two forms of identification. The first form of identification must be a state or federal government issued photo identification (ID) that is REAL ID compliant. A temporary driver’s license is not an acceptable form of identification. The second form of identification must be a document that proves U.S. citizenship.

   a. Examples of an acceptable photo ID includes:

      (1) Valid State driver’s license bearing a photo.

      (2) Valid photo ID card issued by a federal or state government agency.

      (3) Valid U.S. Military ID card.

   b. Acceptable proof of citizenship includes:

      (1) Active U.S. passport.

(2) Certified certification of birth issued by the county or State of birth (this must be certified with a raised seal; copies are not accepted).

(3) Certification of birth abroad or certification of report of birth issued by the Department of State (Form FS-545, DS-1350, or FS-240).

(4) Certificate of Naturalization (Form N-550 or N-570).

(5) Certificate of U.S. Citizenship (Form N560 or N-561).

(6) Report of Birth Abroad of a Citizen of the United States of America (Form FS-240).

(7) State issued Enhanced driver's license.

(8) Documented proof of citizenship through a Department of Energy recognized database, such as the Central Personnel Clearance Index, Clearance Verification System, Visitor Access Database Program, etc.

- A current passport or state issued Enhanced driver's license proves both identity and citizenship; however, a second ID such as a social security card or voter registration card, must also be provided to meet the requirement for two separate forms of identification.

3. Seller employees must report in person to the Y-12 Visitor Center to sign for and be issued a badge by presenting a valid state or federal government issued photo identification document.

4. Seller employees on an extended absence from work in excess of 30 calendar days must turn in his/her badge to the Badge Office for safekeeping. If an absence exceeding 30 calendar days is anticipated, the Seller employee must turn in the badge at the start of the absence. Otherwise, upon reaching the 30-day absence threshold, the badge must be turned in to the Badge Office. Upon the Seller employee's return to work the badge will be reissued after verification of the security clearance status, if applicable. (Extended absences include any period of time longer than 30 calendar days where an LSSO badge or DOE security badge is not required.)

D. Security Clearance Requirement. Seller employees working on a subcontract which requires a DOE security clearance must be processed as described below. The Seller, working with the Company's Subcontract Technical Representative (STR), must carefully consider the duties of the employee to determine the level of access required and, therefore, the clearance level (L or Q) to be requested.

1. All clearance requests for Consolidated Nuclear Security, LLC (CNS) subcontractor employees are reviewed to determine whether the clearance requested is properly justified through the submitted documents to meet the DOE requirement to maintain security clearances at the minimum number necessary.

2. Seller employees requiring a security clearance must be submitted under the company that actually employs them. Seller employees must not be submitted under a higher tier subcontractor to facilitate obtaining a security clearance

because the actual employer does not hold an active Foreign Ownership, Control, or Influence (FOCI).

3. For those Seller employees who hold an active DOE security clearance with another company, the clearance must be extended to the new company. For those Seller employees who do not hold an active DOE security clearance, a clearance must be requested (employees who previously held a DOE security clearance or hold another agency's security clearance, may be submitted for reinstatement or reciprocity, as appropriate.) In all instances, the Seller must complete and submit to the STR a "NNSA Personnel Security Clearance Action Request". The STR will complete the subcontract information, sign all forms, and submit them to Personnel Security. The forms, with detailed instructions, are available at the Company external web site at Special Articles and Forms | Y-12 National Security Complex (doe.gov)

4. Seller employees awaiting a clearance grant may be issued an unclear LSSO badge by following the requirements in paragraph (C) above. All employees must attend a security briefing before being issued a Y-12 NSC badge. Once a security clearance is granted, the employee must also attend a comprehensive security briefing before being issued a DOE PIV Card or cleared LSSO badge.

5. Upon receipt of the required documentation, the Y-12 clearance office will notify the Seller employee, via e-mail, of the steps to be taken to complete a clearance application. The Company recommends that the Seller provide its employees a hard copy of the Standard Form 86, *Questionnaire for National Security Positions* (SF-86), for use as a worksheet to ensure entry of all required information. The SF-86 is available at Standard Forms (opm.gov) and other internet sites. The clearance process consists of the following components:

   a. Electronic Questionnaires for Investigations Processing (e-QIP) - The employee must enter all information required on the SF-86 into e-QIP within the time requirements provided by the clearance office. Incomplete submissions will be rejected.

   b. Enrollment for Personal Identity Verification - The employee must complete enrollment through US Access. Enrollment will include providing identity documents and electronic fingerprints.

   c. Drug Testing - The employee must submit to a 7-Panel (DOT 49 CFR Part 40) drug test from an approved laboratory and the results provided by the Seller to the clearance processing office. The tests must be conducted at a Substance Abuse and Mental Health Services Administration (SAMHSA) approved laboratory. The results of the tests, signed by the Medical Review Officer (MRO) or a company representative, must be included with every clearance request submitted by the Y-12 Clearance office to the NNSA office of Personnel and Facility Clearances and Classification (OPFCC), Albuquerque, NM. More information regarding drug testing can be found at: EHSS (energy.gov)

d. Pre-employment Background Investigation - The Seller must only maintain certification that a favorable pre-employment background investigation was completed, reviewed, and evaluated in accordance with the Seller's personnel policies, and shall, at minimum, include the following:

(1) Verification of applicant's or employee's education background, including high school diploma obtained within the past five (5) years or degrees or diplomas granted by an institution of higher learning;

(2) Contact listed employers for the last three (3) years;

(3) Contact listed personal references;

(4) Local law enforcement checks (unless prohibited by law) for applicants/ employees who reside in the local jurisdiction; and,

(5) A credit check.

e. The results of the background investigation must be maintained and available to the Company when/if requested by the Company or DOE.

6. Once all components are complete, the clearance processing office will submit the clearance package to the OPFCC, Albuquerque, NM for review and submission to the Defense Counterintelligence and Security Agency (DCSA) to conduct a background investigation if the Seller employee will not be reporting for work, or if the job duties have changed and the security clearance is no longer required, Seller shall notify the Procurement Representative, Clearance Processing and when applicable, the sponsoring organization immediately.

7. Upon notification that a clearance has been granted, the clearance office will notify the sponsor and/or organization.

8. If the Seller employee was previously badged with an uncleared badge, the Seller must submit a new "Y-12 Badge and Access Request" to the STR. The STR will verify the information on the request, to include the contract number an associated data, and submit the form to the badge office.

9. Once the employee has completed the comprehensive briefing, he/she will be issued a badge reflecting the level of security clearance held.

E. Seller Reporting Requirements. All Sellers shall make notification, within 2 working days followed by written confirmation within the next 10 working days, to Y-12 Personnel Security of the following conditions affecting the status of an employee clearance applicant or incumbent:

1. When an applicant declines an offer of employment or fails to report for duty;

2. When an employee is terminated from employment;

3. When an employee is on a leave of absence for 90 consecutive working days, or the employee leave for foreign travel, employment, assignment, education, or residence of more than 3 months duration (not involving U.S. Government business);

4. When an employee who holds a security clearance is hospitalized for mental illness or has received other treatment for a condition that in the Seller's opinion may cause a significant defect in the individual's judgment or reliability, verbal notification must be made within 8 working hours and written confirmation within the next 10 working days;
5. When made aware of information of personnel security interest related to the employee;
6. When an employee's citizenship changes;
7. When the Seller restricts or withdraws the employee's access to classified matter without DOE direction; and
8. When made aware of the death of an applicant or employee.

F. Employee Reporting Requirements. The Seller must notify employees and applicants who are applying for or have been granted a security clearance that they must:

1. Fully cooperate with all aspects of the investigation and provide full, frank, and truthful answers to relevant material questions. An employee who elects not to cooperate may prevent DOE from granting a security clearance.
2. Furnish, or authorize others to furnish, information that DOE deems necessary to the security clearance eligibility process.
3. Provide notification to Y-12 Personnel Security, in person, of any situations or incidents (including, but not limited to, a - k below) that may have the tendency to impact their security clearance immediately upon becoming aware of the situation or incident and in no event later than 2 working days after the event, followed by written notification within the next 3 working days.
    a. Legal action effected for name change;
    b. Change in citizenship;
    c. Any use of an illegal drug, or use of a legal drug in a manner that deviates from approved medical direction;
    d. Any arrests, criminal charges (including charges that are dismissed), citations tickets, summons or detentions by Federal State, or other law enforcement authorities for violations of the law within or outside of the Unites States. Traffic violations for which fine of up to $300 was imposed need not be reported, unless the violation was alcohol or drug related.
    e. An immediate family member assuming residence in a sensitive country;
    f. Hospitalization for mental health reasons or treatment for drug or alcohol abuse;
    g. Employment by, representation of, or other business-related association with a foreign or foreign-owned interest or non-U.S. citizen or other individual who is both a U.S. citizen and a citizen of a foreign country;
    h. Personal or business-related filing for bankruptcy, or

i. Garnishment of wages;

j. Matters of potential counter intelligence interest, to include approach or contact by any individual seeking unauthorized access to classified information or SNM and foreign travel; and

k. Any other situations or incidents that may have the tendency to impact an individual's eligibility for a security clearance.

4. Marriage or Cohabitation must be reported within 45 working days on DOE Form 5631.34, Data Report on Spouse/Cohabitant. The form is available through the DOE website at DOE F 5631.34 (doe.gov)

G. Other Requirements.

1. The Company will notify the Seller when DOE has determined that an employee's security clearance has been suspended or revoked. DOE will directly notify the employee in writing of the reasons for suspension or revocation and the available options for challenging DOE's decision. In all cases of suspension or revocation, the employee's badge must immediately be retrieved and provided to the Y-12 badge office.

2. The Company may restrict a Seller employee's access to classified matter by directing that the employee report to the badge office to turn in the cleared badge and be issued an unclear badge.

H. Use of Badges. Security badges must be worn at all times on site. Badges must be worn above the waist, with the photo facing out. Badges must not be worn off-site in public places, and may not be used for employment verification, establishing credit, or other unofficial identification purposes. While on official travel, DOE security badges may be used for identification purposes at airports and government facilities, as well as obtaining U.S. Government rates for lodging. Seller employees must report lost or stolen badges immediately to the Y-12 badge office, or if after business hours, to the Y-12 Operations Center. Seller employees must then report, in person, to the badge office the next work day.

I. Privacy Act. The Seller shall comply with applicable provisions of the Privacy Act of 1974, 5 U.S.C. 552a, as amended, in collecting or maintaining records on individuals in connection with this clause.

12) FOREIGN NATIONALS

A. Part or all of the work under this subcontract will be performed at a DOE/ NNSA facility, DOE Order 142.3b requires prior approval for the performance of work at, and visits to, DOE facilities by "foreign nationals." Foreign nationals who require access to Y-12 facilities (on-site, offsite at a leased facility or other locations) information technology, or equipment, must be approved before the beginning of a visit or assignment.

B. The Order defines a "foreign national" as any person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

C. Offerors (or the Seller under a resulting subcontract) must provide to the Foreign National Office (FNO) via electronic mail a completed UCN-20901, *Y-12 National Security Complex Request* form for Foreign National Visits/Assignment to the address listed on the form in advance of the proposed start date as follows:

1. If a non-sensitive country foreign national will need access to the PPA or an off-site facility or location, request access a minimum 10 days in advance.

2. If a non-sensitive country foreign national will need access to the Limited Area or a higher security area or will participate in sensitive subject discussions, request access a minimum 8 weeks in advance.

3. If a sensitive country foreign national will need access to the PPA or a higher security area or to an off-site facility or location or will participate in sensitive subject discussions request access a minimum of 8 weeks in advance.

4. If a terrorist country foreign national will need access to the PPA or an off- site facility or location, request access a minimum of 3 months in advance.

D. Requests for approval of a visit or on-site work by a foreign national may be denied. Denial will not constitute grounds for an equitable adjustment or constitute an excusable delay under the subcontract.

13) FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS

A. Applicability. This clause is required by DOE Order 486.1A. It applies only to Research and Development ("R&D") or Demonstration Subcontracts where Seller's work within the scope of this Agreement is performed on or at a DOE/NNSA-owned or - leased area or Company-owned or - leased area.

B. Definitions. For purposes of this clause, the following terms have the meaning set forth below:

1. "Demonstration Subcontract" means a subcontract, in effect on or after September 4, 2020, for the performance of work that involves a project designed to determine the technical feasibility and economic potential of a technology on either a pilot or prototype.

2. "Foreign Country of Risk" means any foreign country determined to be of risk, following consideration of, but not limited to, the Office of the Director of National Intelligence Worldwide Threat Assessment and The National Counterintelligence Strategy of the United States of America, by the Under Secretary for Science in consultation with the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence.

3. "Foreign Government-Sponsored Talent Recruitment Program" means an effort directly or indirectly organized, managed, or funded by a foreign government to recruit science and technology professionals or students (regardless of citizenship or national origin, and whether having a full-time or part-time position). Some Foreign Government-Sponsored Talent Recruitment Programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means,

proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to physically relocate to the foreign state for the above purpose. Some programs allow for or encourage continued employment at U.S. research facilities or receipt of Federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

4. "R&D Subcontract" means a subcontract, in effect on or after June 7, 2019, for the performance of work that involves efforts and scientific and technological work of scientists, researchers, and engineers involving research activities, both basic and applied, and all development activities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

5. "Seller Personnel" means the following:

   a. any Seller employee, joint appointee from another institution, and any other individual performing R&D or Demonstration work, whether compensated or uncompensated, within the scope of this Agreement at a DOE/NNSA-owned or -leased area or Company-owned or -leased area; and

   b. any individual performing R&D work, whether compensated or uncompensated, within the scope of a Cooperative Research and Development Agreement, Strategic Partnership Project, or Agreement for Commercializing Technology at a DOE/NNSA -owned or -leased area or Company-owned or -leased area.

   c. The following are not included in this definition:

      (1) Users performing work under a DOE User Facility Agreement; and

      (2) Individuals under subsections (a) and (b) of this definition considered Seller Personnel solely because they perform activities at a DOE/NNSA owned or lease area or Company-owned or leased area:

      - Specifically implementing a DOE program-sponsored international collaboration project; and
      - Within the scope of DOE-level or U.S. Government-level bilateral or multilateral international agreement.

C. Requirements.

1. No Participants. Seller must utilize due diligence to ensure that Seller Personnel performing work within the scope of this Agreement are not participants in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country

of Risk.

2. Notice of Disclosed or Otherwise Identified Activity. Seller must notify the Company Procurement Representative and the Oak Ridge Counterintelligence Field Office (currently at CIStaff@y12nsc.doe.gov) within five (5) business days upon, at any time during the term of the Agreement, including options and extensions, learning that it or any Seller Personnel performing work under the Agreement are, or are reasonably believed to be, participants in a Foreign Government- Sponsored Talent Recruitment Program of a Foreign Country of Risk.

3. Stop Work or Participation. Seller shall ensure that Seller Personnel participating in, or reasonably believed to be participating in, a disclosed or otherwise identified Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk either (a) stop performing work within the scope of this Agreement or (b) stop participation in such activity within a reasonable period of time, not to exceed thirty (30) days, until Company makes a final determination on whether the disclosed or otherwise identified activity is participation in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk.

4. Company's Determination. Seller must work with Company, as needed, to determine if any disclosed or otherwise identified activity is participation in a Foreign Government- Sponsored Talent Recruitment Program. If it is determined that any disclosed or otherwise identified activity is participation in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, then Seller must take appropriate action in accordance with the requirements of this clause.

5. Quarterly Reporting.

   a. Seller must file reports with Company's Procurement Representative and the Oak Ridge Counterintelligence Field Office (currently at CIStaff@y12nsc.doe.gov) on a quarterly basis providing the following information to the extent applicable, for each disclosed or otherwise identified activity in subsection (c)(2). The reports must include: name, e-mail and phones number of participating Seller Personnel; laboratory; country; description of activity; type of activity; i.e., Foreign Government-Sponsored Talent Recruitment Program; funding or other value received or expected; duration; technical area; Seller action; status or disposition; and any other information requested by Company.

   b. Each disclose or otherwise identified activity must be included in each quarterly report until Company informs Seller that all actions for an activity are reported as complete.

D. Compliance with Clause Requirements. If Company's Procurement Representative notifies Seller in writing of any noncompliance with the requirements of this clause, then Seller must take appropriate action to ensure that, within thirty (30) days or other reasonable time period determined by the Procurement Representative, Seller is in compliance with the requirements of this clause.

E. Remedies. Failure by Seller to reasonably ensure that neither it nor any Seller Personnel participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk may result in Company exercising contractual remedies in accordance with federal regulations and the terms of this Agreement.

14) HAZARDOUS MATERIALS REPORTING

A. General. The company is required by Environmental Protection Agency and Occupational Safety and Health Administration regulations to maintain records and reports on quantities of hazardous materials that are on-site at DOE facilities. The purpose of this clause is to ensure the accuracy of Company records by requiring hazardous materials inventory reports and corresponding material safety data sheets from subcontractors that work on-site.

B. Definition. For the purpose of this clause, the term “hazardous materials” means “hazardous chemicals” as defined in regulations of the Occupational Safety and Health

Administration appearing in 29 CFR 1910.1200. A hazardous chemical is defined in the regulations as “any chemical which is a physical hazard or a health hazard.” Examples of hazardous materials are:

1. Industrial cleaning products (excluding standard consumer usage).
2. Building products (adhesives, ceiling tile, insulation).
3. Laboratory chemicals (laboratory standards, nutrient agars, electrode filing solutions, enzymes, proteins).
4. Metals in which downstream use would require processing (i.e., welding, grinding, cutting).
5. Petroleum products.
6. Paints.
7. Any brake items containing a hazardous material with exposure potential under normal usage (brake shoes, refillable columns).

C. Reports. The Seller must submit hazardous materials inventory reports and material safety data sheets when any on-site work involves the use of hazardous materials. This report must be provided to the Company prior to bringing any hazardous material on-site and must be updated every 30 days, unless specified differently, in writing, by the Subcontract Technical Representative (STR). Reports must be submitted to the STR on UCN-21445, *Subcontract Hazardous Materials Inventory Report* form.

D. Negative Reports. If the subcontract work does not involve the use of hazardous materials, the Seller must submit, in advance of the work, a negative report on the UCN-21445 form. Negative reports need not be updated.

E. Subcontracts. The Seller shall include this clause in all subcontracts that require work to be done on-site at a DOE facility managed and operated by the Company.

15) GENERAL EMPLOYEE TRAINING (GET) FOR SELLER EMPLOYEES

A. General Employee Training (GET):

1. Site Training Access Requirements (STAR) is a process that checks the minimum set of training requirements before allowing entrance to Y-12 perimeter portals. GET is part of that process.

2. The Seller shall inform employees and the employees of lower tier subcontractors and agents that it is the policy of Company to apply the requirements of DOE Order 426.2B, Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities, Chapter I, 'General Employee Training (GET),' across the plant. This includes periodic continuing training.

B. Initial Training Requirements:

1. CNS Initial Security Briefing CLA – this is a classroom requirement initially.

2. General Employee Training (GET):

   a. Standard GET (Full): Mandatory for unescorted access to the Protected Area (PA), Limited Areas, and Hazard Category 1, 2, or 3 nuclear facilities. This is a classroom requirement initially.

   b. GET Limited: Authorized only for subcontractor personnel requiring unescorted access to designated administrative and non-Protected Areas (non-PA), such as the Jack Case Center (JCC) and the New Hope Center (NHC).

   c. CRITICAL LIMITATION: GET Limited does not authorize unescorted access through badge readers into the Protected Area (PA), Limited Areas, or Hazard Category 1, 2, or 3 nuclear facilities, nor does it provide credit or authorization for unescorted access to any radiological areas.

C. To Maintain Access:

1. Annual Security Refresher Briefing

2. General Employee Training – there is one consolidated web-based training GET refresher course.

D. HRP Overview:

1. This requirement is checked for those enrolled/required to be trained for the HRP Program. Requirement assignment needs to initially be future-dated to allow trainee time to complete before being affected at the badge reader.

2. Y 12 employees and non-employees/subcontractors who require unescorted access to the site must be current on their STAR list or access will be denied.

3. Non employees/visitors who will be escorted by their Y 12 Sponsor and not performing hands-on work must read the Visitor General Employee Training (GET) Overview. They must access this electronically through the visit process (preferred) or sign the roster at the Visitor Center that verifies completion, understanding, and

agreement of the overview information.

4. If visitors are coming on site to the Property Protection Area with a DOE or DNFSB issued HSPD 12 badge, and are not going to the Visitor Center, the host is responsible for communicating the need for them to review and sign the Visitor GET Overview.

5. All seller employees (cleared/uncleared) must read and comply with all rules and requirements included in GET. Contact the following for guidance, assignment and scheduling of GET:

   a. CNS Employees - Division Training Officer (DTO).

   b. Subcontractors - Subcontractor Technical Representative (STR).

   c. Guests/Visitors - Host or Point of Contact (POC).

6. All Seller employees who require unescorted access to the site must successfully complete applicable GET requirements. Per DOE Order 426.2B, GET programs include training on the following core areas as they relate to individual jobs and access scopes:

   a. General Overview of Facilities.

   b. Site-related policies, procedures, and instructions.

   c. General Employee Radiation Training (GERT). Personnel completing the GET Limited program do NOT receive GERT credit or qualification. Zero unescorted entry into any radiological area (including Controlled Areas, RMAs, RBAs, RAs, or CAs) is permitted under GET Limited; continuous escort by a qualified radiological worker is required for any entry across radiological boundaries.

   d. Site/Facility Emergency Plans and Accountability (including the Plant Personnel Accountability System [PPAS]).

   e. Industrial Hygiene & Safety Program.

   f. Fire Protection Program.

   g. Security Program and OPSEC/CUI baselines.

   h. Nuclear Criticality Safety including Criticality Accident Alarm System (CAAS) response and the 15-Foot Rule for fissile material outside approved locations.

E. Additional training for site access may be required. The designated training contact will provide guidance, assignment and scheduling if required. Employees must successfully complete the required training offered by the Company.

1. Successful completion occurs when the employee:

   a. Satisfactorily completes an examination at the conclusion of the training or test out.

   b. Obtains a test score of 80 percent or greater (with 100 percent as the highest obtainable score).

   c. All documents (exam, answer sheet, etc.) are properly completed and

formally documented.

2. Unsuccessful training completion occurs when the individual fails to successfully complete the required training. Remediation and/or retesting will be required.

F. Training Frequency. Designated re-qualification courses must be successfully completed as required after an individual's initial successful completion.

G. Records. Training records will be maintained by the Company training department.

16) APPROPRIATE FOOTWEAR POLICY

A. General. In support of its zero-accident initiative, the Company has established a policy that Seller employees working on site should wear safe and appropriate footwear for work activities and site conditions. This policy applies to Y-12 National Security Complex areas including: production areas, office, general use areas, and parking areas. The policy does not supersede requirements for safety shoes in Company procedures incorporated into this Agreement, the specification or statement of work, area signs, or job hazard analyses.

B. Appropriate Footwear. Footwear shall meet the following requirements:

1. Heel height three inches or less, as measured at back of the heel.
2. Heel width (side to side) one inch (1") or more as measured at the tread surface.
3. Heel closed or supported (strap) except with a medical restriction.
4. Open toe shoes are allowed.
5. Footwear upper covering (i.e., parts of a shoe that are above the sole) shall sufficiently secure the footwear.
6. Flip flops, beach shoes, or similar footwear are not allowed, no medical exceptions allowed.
7. Use of platform shoes over one inch are not allowed, except with a medical restriction.
8. Soles must be non-skid.

C. Inappropriate Footwear. Examples of inappropriate footwear include:

1. Flip flops, slide sandals, beach shoes, and loose footwear.
2. Open-backed shoes.
3. Slides/mules (backless shoes).
4. Sandals.
5. Footwear with heels greater than 3".
6. Shoes with spiked heels.
7. Platform shoes (soles greater than 1").
8. Molded/ plastic "gummy" shoes.

17) Y-12 MOTOR VEHICLE AND PEDESTRIAN SAFETY

A. Definition. The Seller must operate motor vehicles at the Y-12 National Security Complex (Y-12 NSC) in a careful and safe manner, complying with established driving rules, including posted signs, pavement markings, Y-12 NSC guidelines, and Federal, state and local laws and regulations.

1. Unless posted otherwise, maximum site speed limits are strictly enforced as follows:
   a. Bear Creek Road: 35 mph
   b. Interior Site Roadways: 25 mph
   c. Protected Area (PA) and Parking Lots: 15 mph
2. Vehicles must be locked and vehicle keys may not be left in vehicles unattended.
3. Construction and boom type lift equipment such as bucket trucks, transportable cranes or any other equipment capable of reaching over the Perimeter Intrusion Detection and Assessment System (PIDAS) fence must receive approval from the Safeguards and Security organization prior to performing work within 50 feet of the PIDAS fence.

B. Pedestrians.

1. Pedestrians must remain alert to hazards posed by vehicle traffic and use crosswalks where provided. Pedestrians should not leave a curb or other safe waiting place suddenly and walk into the path of vehicle traffic. In parking areas, pedestrians should walk in provided walkways or walk facing on-coming vehicles, where possible.
2. Pedestrians have the right of way; however, they should make eye contact with drivers to ensure they are seen and the vehicle stops/ yields before crossing a roadway.
3. Drivers of motor vehicles entering, crossing, or turning at an intersection/ crosswalk must slow down, stop, or maneuver as necessary to permit pedestrians to cross safely and expeditiously.
4. Pedestrian Mobile Device Ban: Practicing safe and defensive walking is mandatory ('Walking is Working'). Personnel are strictly prohibited from using cellular telephones, portable electronic devices, or mobile devices while walking on site (including texting, emailing, internet browsing, or hands-free calling).

C. Cellular Telephone Use. Seller and Seller employees are prohibited from using a cellular telephone (including hands-free), while operating a vehicle on CNS managed sites or while in a government vehicle during offsite Company Business.

D. Special Nuclear Material Vehicle (SNMV) Convoys. Convoys transporting special nuclear material have absolute right-of-way and are accompanied by escort vehicles equipped with flashing blue or amber lights. When encountering an SNMV convoy:

1. Drivers must immediately pull to the extreme right-hand edge of the roadway and come to a complete stop.

2. Remain stopped until the entire convoy and all escort vehicles have completely passed or until directed otherwise by convoy escorts.

3. Never pass an SNMV convoy from behind. When following behind a convoy, always maintain a minimum following distance of at least 300 feet.

E. Enforcement. Compliance with site traffic safety requirements will be routinely monitored and tracked by the Company. Inappropriate behavior of Seller and lower-tier subcontractor personnel will be addressed as safety issues under the Safety and Health Clause and Integration of Environmental Safety and Health into Work Planning and Execution clause (when applicable) of this subcontract.

18) SMOKING POLICY

A. General. The Company is committed to ensuring the health and safety of its employees and to providing a comfortable and productive work environment. It is the policy of the Company to prohibit smoking in all Company buildings, on rooftops, in government vehicles, and in other enclosed structures or equipment. Smoking is prohibited when walking between buildings and across the site, at portal and post entrance, near entry and exit lines, and near shuttle pickup areas.

B. Designated Smoking Areas. Smoking is allowed only in Designated Smoking Areas and in remote areas. Designated Smoking Areas are located near most large buildings.

C. Remote Areas. Personnel working (e.g., while mowing or sampling) in remote areas (i.e., areas that are away from personnel and buildings) should not smoke within 25 feet of non-smoking co- workers.

D. Butts and Ashes. All butts and ashes must be placed in proper receptacles. This applies when working in remote areas or traveling in a personal vehicle.

E. Electronic Cigarettes. Although electronic cigarettes are not tobacco products, their use is also limited to designated smoking areas to avoid confusion with the implementation of this policy, and the following rules have been established:

1. Electronic cigarettes without wireless technology, Bluetooth, USB-type ports or plugs and voice recording will be authorized in the property protection area (PPA).

2. E-cigarettes with wireless technology, Bluetooth, USB-type ports or plugs or voice-recording capabilities will be authorized in the PPA but will not be authorized in LAs or the PA.

3. E-cigarettes are unauthorized in all material access areas.

4. Site personnel are solely responsible for not introducing unauthorized e- cigarettes into security areas. Protective Force personnel may identify and deny access of unauthorized e-cigarettes if found during inbound or outbound inspections or observations.

5. Site personnel wishing to enter or exit the PA with e-cigarettes may use Post 8 or Post 33.

6. Employees who use e-cigarettes are required to take spent liquid cartridges home with them for disposal. The nicotine cartridges are considered RCRA P - listed hazardous waste; and therefore, cannot be discarded on the Y-12 site.

19) DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS - MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services.

All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service.

20) CLAUSES INCORPORATED BY REFERENCE

A. The clauses listed below are incorporated herein by reference. The texts of FAR and DEAR clauses are available at a variety of Internet Sites including URL: Acquisition.gov and the texts of Company clauses are available Special Articles and Forms | Y-12 National Security Complex (doe.gov). Except as provided in (B) below, in the listed clauses "Contractor" means the Seller, "Government" means the Company, "Contract" means this Agreement, and "Contracting Officer" means the Company's Procurement Representative.

B. The following clauses are incorporated by reference:

1. DEAR 952.203-70 *Whistleblower Protection for Contractor Employees* (DEC 2000)
2. DEAR 952.223-75 *Preservation of Individual Occupational Radiation Exposure Records* (APR 1984)
3. DEAR 970.5204-1 *Counterintelligence* (DEC 2010)
4. FAR 52-226-7 *Drug Free Workplace* (MAY 2024)
5. FAR 52.237-2 *Protection of Government Building, Equipment and Vegetation* (APR 1984)