consolidated nuclear security, llc
PANTEX PLANT | Y-12 NATIONAL SECURITY COMPLEX

Access to Y-12 Plant

On-site Requirements

For work performed at the

Y-12 National Security Complex

In Oak Ridge, TN

UCN-26303 (9/15)

TABLE OF CONTENTS

ARTICLES.....PAGE

1. DEFINITIONS. 3
2. ACCESS TO Y-12 NATIONAL SECURITY COMPLEX. 3
3. EMPLOYEE CONCERNS PROGRAM. 4
4. COMMERCIAL ACTIVITIES. 4
5. PROHIBITED ITEMS AT Y-12. 4
6. ENVIRONMENT, SAFETY, AND HEALTH. 6
7. MAJOR BREACH OF SECURITY 8
8. REPORTING SAFETY PERFORMANCE. 8
9. INSURANCE. 8
10. HUMAN RELIBILITY PROGRAM (HRP). 9
11. BADGING, PERSONAL IDENTITY VERIFICATION, AND SECURITY CLEARANCES FOR SELLER EMPLOYEES. 9
12. FOREIGN NATIONALS. 13
13. HAZARDOUS MATERIALS REPORTING. 14
14. APPROPRIATE FOOTWEAR POLICY. 14
15. Y-12 MOTOR VEHICLE AND PEDESTRIAN SAFETY. 15
16. SMOKING POLICY. 15
17. CLAUSES INCORPORATED BY REFERENCE. 16

1. DEFINITIONS

The following terms shall have the meanings below:

(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) Article or Clause is the numbered paragraph of General Terms & Conditions.

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

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

(i) The term “FAR” means the Federal Acquisition Regulations including all amendments and changes thereto in effect on the date of issuance of this Agreement.

(j) The term “DEAR” means the DOE Acquisition Regulations, including all amendments and changes thereto in effect on the date of issuance of this Agreement.

(k) The term “U.S.C.” means the United States Codes.

(l) The term “Commercial Item/Service” or “Commercial Component” means the same as the definitions for these terms set forth at FAR 2.101.

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) 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. EMPLOYEE CONCERNS PROGRAM

(a) For purposes of this clause, "Seller employees" are persons employed by Seller and engaged in on-site work or activities directly related to on-site work.

(b) Seller must notify Seller employees that:

(1) DOE and the Company maintain an Employee Concerns Program (ECP) that extends to Seller employees. An "employee concern" is a good-faith expression by an employee that a policy or practice by DOE, Company, or Seller should be improved, modified, or terminated. Concerns may address health, safety, the environment, management practices, ethics, harassment, discrimination, fraud, waste, or reprisal for raising a concern.

(2) The Company ECP provides Seller employees with a forum for consideration of employee concerns. Two purposes of the Company ECP are to ensure that Seller employees can raise employee concerns without fearing reprisal, and to address employee concerns in a timely and objective manner.

(3) Seller employees have the right and responsibility to report concerns relating to the environment, safety, health, or management of DOE-related activities. While Seller employees are encouraged first to seek resolution with first-line supervisors or organizational managers, or through Seller's own existing complaint or dispute-resolution systems, Seller employees have the right to report concerns through the Company ECP by calling 865-574-4199 or 865-241-5855, or 806-477-5348. Seller employees may also call the NNSA NPO at 1-865-576-6440, or the DOE Employee Concerns Hotline at 1-800-541-1625.

(4) Although concerns may be reported anonymously, the investigation into the concern may be limited if insufficient information is provided when submitting the concern. Those who submit concerns anonymously will not receive a direct response.

(5) For on-site work or activities directly related to on-site work, Seller is subject to the DOE Contractor Employee Protection Program procedures of 10 CFR 708 for processing complaints of alleged retaliation for disclosure of information concerning danger to public or worker health or safety, substantial violations of law, or gross mismanagement; for participation in Congressional proceedings; or for refusal to participate in dangerous activities. The provisions of 10 CFR 708 prohibit reprisals against Seller employees in response to, or in retaliation for, having raised good-faith reasonable concerns about DOE-related operations. (see DEAR 952.203-70)

(c) Seller must assist Company and/or DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of DOE-related activities under Seller's or Company's jurisdiction.

(d) Seller must cooperate with assessments used to verify that it has acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern.

(e) Notices containing the information in subparagraph (b) and which are posted in areas where DOE-related work is performed will satisfy the notification requirement of subparagraph (b).

(f) Flowdown – Requirements of this clause shall be flowed down to all lower-tier subcontracts involving on-site work or activities directly related to on-site work.

4. 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.

5. 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) A current list of acceptable IT devices for use at Y-12 is available to Seller and its employees at: http://www.y12.doe.gov/business/procurement/subcontracting/. Seller agrees to review the list before entering this agreement and to check it periodically for updates before reporting for on-site work.

(2) Within Y-12's Limited Areas, Exclusion 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 without prior written approval obtained through the Subcontract Technical Representative (STR). The prohibited IT devices include, without limitation, cellular telephones, smart phones, personal digital assistants, personal electronic devices, pagers, and flash memory storage devices. 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.

(3) Personally owned IT devices may be taken into, and used in, Y-12's designated Property Protection Areas unless otherwise posted as prohibited. Seller must confirm with the STR whether a particular area is a Property Protection Area. 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, unless the STR has provided prior written approval.

(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) without prior written approval obtained through the STR. In no event may Y-12 data be stored on personally owned IT devices.

(5) In the event of a personal emergency while within the Y-12 NSC boundary, do not dial 911 from a cellular telephone. A personal cellular telephone may be used to contact the Plant Shift Superintendent's (PSS) office at 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.

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

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

- Bows and arrows
- Explosive devices
- Firearms and any ammunition
- Knives with blades longer than three inches and switchblades
- Stun guns, mace, pepper spray
- Martial arts weapons and equipment
- Weapons or simulated weapons

(e) Media. (1) 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. 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 device without prior written approval obtained through the STR.

(f) 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.

(g) 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:

- Cameras
- Portable tape players
- Portable two-way radios
- Recording Devices
- Video recorders

(h) Wireless devices. The following devices are prohibited without prior written approval obtained through the STR:

- Cordless telephones
- 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

- Global Positioning System (GPS) units
- Wireless local area networks (WLAN) and wide area networks (WANs)
- Wireless mice and keyboards
- Wireless-enabled computers, including laptop and netbook computers, in Limited Areas, Exclusion Areas, Material Access Areas, and Protected Areas
- Wireless radios (such as Nextel)
- Wireless wide area networks
- Wireless audio-visual support equipment (such as wireless microphones, remote controls, headsets, and electronic white boards)
- Wireless scanners and bar code readers
- Wireless survey or testing equipment
- Wireless tags
- Wireless special purpose sensors and other wireless instruments
- Wireless data acquisition equipment and data loggers
- Wireless Wi-Fi or broadband cards in Limited Areas, Exclusion Areas, Material Access Areas, and Protected Areas

(i) Subcontracts. The Seller must include this clause in lower-tier subcontracts requiring on-site work.

6. 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 the Subcontractor Safety Performance Report form, UCN-21439.

(c)(1) Seller shall perform work under Company's approved 10 CFR 851 Worker Safety and Health Program, which can be found at: Y-12 10-CFR Part 851 Worker Safety & Health Program
Seller shall comply with the applicable provisions of 10 CFR 851, Worker Safety and Health Program. 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.

(2) Seller shall comply with 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 Appendix A.8(c). A written description of Seller's occupational medicine program including proof of staff credentials is a required submittal under this Agreement. Seller's occupational medicine program contents will be determined by its Occupational Medicine Director and based on Seller's scope of work and associated hazards.

(d) 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 Environment, Safety, and Health, Alternative I (UCN-22481), Alternative II (UCN-22476), or Alternative III (UCN-22479), 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.

(e) 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.

(f) Stop Work Authority

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

i. 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;
ii. Conditions that, if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to the facility; or
iii. 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 (f) (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 on 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.

(g) The Procurement Representative may require Seller's participation, at Seller's expense, in Company fact-finding investigations of accidents, injuries, occurrences, and near-misses.

(h) 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.

(i) Flowdown -- Seller shall include this clause in all lower-tier subcontracts involving performance of on-site work. However, such provision in lower-tier subcontracts shall not relieve Seller of its obligation to assure compliance with this clause for all aspects of the work.

7. MAJOR BREACH OF SAFETY

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. 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. 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.

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 the Subcontract Safety Performance Report form, UCN-21439.

(c) The Seller shall include this clause in subcontracts for work to be performed on-site at the Y-12 National Security Complex or a site leased by the Company. The Seller shall forward subcontractor reports to the STR.

9. INSURANCE

(a) Seller shall provide and maintain during the entire performance period of this subcontract the following kinds and at least the minimum amounts of insurance:

(1) Workers' Compensation – As required by applicable federal and state workers' compensation and occupational disease statutes;
(2) Employer's Liability - $1 million each accident, $1 million each employee, $1 million policy limit for disease;
(3) Commercial General Liability (Occurrence basis) – Bodily injury liability of at least $1 million per occurrence; and
(4) Automobile liability (Covering any automobile) – Minimum of $500,000 per person and $1 million per occurrence for bodily injury and $500,000 per occurrence for property damage.

(b) Aircraft Insurance. When aircraft are used in performing the subcontract, Seller must also maintain aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(c) No later than ten calendar days after award and before beginning work under this subcontract on site, Seller must submit to the Procurement Representative a certificate of liability insurance (Acord form 25 or equivalent) certifying that the required insurance has been obtained. All insurers on the certificate must have an A.M. Best Company financial strength rating of "B" or higher. The certificate must:

(1) include the number of this subcontract,
(2) identify Y-12 as the certificate holder,

(3) state that Y-12 and the U.S. Department of Energy have been added as Additional Insureds on all liability policies other than workers' compensation.

(d) A replacement certificate must be submitted if a required policy expires before completion of the work.
(e) Seller waives subrogation under all liability policies against Y-12 and the U.S. Department of Energy.
(f) Seller must provide written notice to the Procurement Representative 30 days before modification or cancellation of any required coverage.
(g) None of the requirements for insurance in this clause limits or qualifies liabilities or obligations assumed by Seller under this subcontract.
(h) Flowdown - Seller shall include this clause, modified to identify the parties, in lower-tier subcontracts that require work on site. At least five days before entry of each such subcontractor's personnel into an on-site area, Seller shall furnish (or ensure that there has been furnished) to the Procurement Representative 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 of the Human Reliability Program (HRP) 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, 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 National Security Complex (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 security badge, must be issued to and worn by all Seller employees who possess a DOE security clearance. Seller employees who do not possess a DOE security clearance, and those awaiting issuance of a DOE security badge, 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 security, 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 security clearance, the Seller must submit a "Y-12 NSC Badge Request Form" 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 proof of U.S. Citizenship before being issued a Y-12 NSC badge. Acceptable proof of citizenship includes:

- State or county certified copy of the employee's birth certificate with a raised or colored official seal;
- Certificate of Naturalization (Form N-550 or N-570);
- Certificate of U.S. Citizenship (Form N560 or N-561);
- Report of Birth Abroad of a Citizen of the United States of America (Form FS-240); and
- U.S. passport (active - not expired)

(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.**

(1) 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. 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" and "Y-12 NSC Badge Request Form", and the Seller Facility Security Officer (FSO) or other Key Management Person (KMP) will also complete a UCN-22965, *Y-12 Subcontractor Security Clearance Certification*. The STR will complete the subcontract information and the UCN-22965, sign all forms, and submit them to Personnel Security. (The forms, with detailed instructions, are available at the Company external web site at http://www.y12.doe.gov/library/forms/procurement-related-forms)

(4) Seller employees awaiting a clearance grant may be issued an uncleared LSSO badge by following the requirements in paragraph (b) 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 security badge 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 http://www.opm.gov/forms/html/sf.asp 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 USAccess. 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 (OPFC), Albuquerque, NM. More information regarding drug testing can be found at http://hss.energy.gov. Additionally, all applicants for security clearances who have been determined to have used illegal drugs within the twelve months preceding their completion of an SF-86 will be disqualified from further consideration for a security clearance until such time as they can demonstrate non-use of illegal drugs for twelve consecutive months.

(d) Pre-employment Background Investigation – The Seller must provide 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:

- 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;
- Contact listed employers for the last three (3) years;
- Contacted listed personal references;
- Local law enforcement checks (unless prohibited by law) for applicants/ employees who reside in the local jurisdiction; and,
- A credit check.

The results of the background check must be submitted along with a Background Review Certification to the Y-12 Clearance Office. A template, UCN-22440, *Pre-Employment Certification*, is available at the Y-12 external web site http://www.y12.doe.gov/library/forms/procurement-related-forms) The background check report and Background Check Certification shall be submitted in hard copy to Personnel Security, Y-12 National Security Complex, Attention: Clearance Processing Manager, P.O. Box 2009, Oak Ridge, TN 37830-8028.

(6) Once all components are complete, the clearance processing office will submit the clearance package to the OPFC, Albuquerque, NM for review and submission to the Office of Personnel Management (OPM) 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 NSC Badge Request Form" 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.

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

(e) **Seller Reporting Requirements.**

(1) All Sellers shall make notification, within 2 working days followed by written confirmation within the next 10 working days [except for item (c) below], to Y-12 Personnel Security of the following conditions affecting the status of an employee clearance applicant or incumbent:

(a) When an applicant declines an offer of employment or fails to report for duty;

(b) When an employee is terminated from employment, a security clearance is no longer needed, the employee is on a leave of absence for 90 consecutive working days, or the employee leaves for foreign travel, employment, assignment, education, or residence of more than 3 months duration (not involving U.S. Government business);

(c) 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;
(d) When made aware of information of personnel security interest related to the employee;
(e) When an employee's citizenship changes;
(f) When the Seller restricts or withdraws the employee's access to classified matter without DOE direction; and
(g) When made aware of the death of an applicant or employee.

(f) **Employee Reporting Requirements.**

(1) The Seller must notify employees and applicants who are applying for or have been granted a security clearance that they must:

(a) 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.
(b) Furnish, or authorize others to furnish, information that DOE deems necessary to the security clearance eligibility process.
(c) Provide notification to Y-12 Personnel Security, in person, of any situations or incidents (including, but not limited to, 1-10 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.
(d) Provide notification, in person, to Y-12 Personnel Security whenever they learn of the presence of any such situations or incidents (including, but not limited to, 1-10 below) with regard to anyone they know to possess a DOE 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.
(1) Legal action effected for name change;
(2) Change in citizenship;
(3) Any use of an illegal drug, or use of a legal drug in a manner that deviates from approved medical direction;
(4) 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 United States. Traffic violations for which a fine of up to $300 was imposed need not be reported, unless the violation was alcohol or drug related;
(5) An immediate family member assuming residence in a sensitive country;
(6) Hospitalization for mental health reasons or treatment for drug or alcohol abuse;
(7) 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;
(8) Personal or business-related filing for bankruptcy, or
(9) Garnishment of wages;
(10) Matters of potential counterintelligence interest, to include approach or contact by any individual seeking unauthorized access to classified information or SNM and foreign travel; and
(11) Any other situations or incidents that may have the tendency to impact an individual's eligibility for a security clearance.
(12) 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

http://energy.gov/cio/downloads/doe-f-563134

(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 uncleared badge.

(h) **Use of Badges.**

(1) 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.
(2) Seller employees must report lost, misplaced, or stolen badges within 1 working day in writing to the Y-12 badge office.

(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.

(j) **Subcontracts.** The Seller must include this clause in lower-tier subcontracts requiring work to be performed on-site at the Y-12 National Security Complex or at a site leased by the Company.

12. FOREIGN NATIONALS

(a) Part or all of the work under this subcontract will be performed at a DOE/ NNSA facility, DOE Order 142.3 requires prior approval for the performance of work at, and visits to, DOE facilities by "foreign nationals." Off- site meetings at a leased facility or other locations (e.g., other DOE sites, vendor facility, restaurant) also require prior approval.

(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/ Assignments* to the address listed on the form in advance of the proposed start date as follows:

- If a nonsensitive country foreign national will need access to the PPA or an off-site facility or location, request access a minimum **10 days** in advance.
- If a nonsensitive 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.
- 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.
- 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 onsite 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. 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:

- Industrial cleaning products (excluding standard consumer usage)
- Building products (adhesives, ceiling tile, insulation)
- Laboratory chemicals (laboratory standards, nutrient agars, electrode filing solutions, enzymes, proteins)
- Metals in which downstream use would require processing (i.e., welding, grinding, cutting)
- Petroleum products
- Paints
- 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 the "Subcontract Hazardous Materials Inventory Report" form, UCN-21445.

(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.

14. 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:

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

(c) **Inappropriate Footwear**.

Examples of inappropriate footwear include:

- Flip flops/ beach shoes
- Open-backed shoes
- Slides/mules (backless shoes)
- Sandals
- Footwear with heels greater than 3”
- Shoes with spiked heels
- Platform shoes (soles greater than 1”)
- Molded/ plastic “gummy” shoes

(d) The Seller shall include this clause in subcontracts involving work done on site at the Y-12 National Security Complex.

15. 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.

(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.

(c) **Cellular Telephone Use.** Hand- held cellular telephones, when allowed on-site under procedures in the Prohibited Items at Y-12 clause of this subcontract, may not be used by motorized vehicle operators while driving within the Y-12 NSC.

(d) **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.

(e) **Subcontracts**. The Seller shall include this clause in subcontracts involving work done on site at the Y-12 NSC.

16. 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 in remote areas (e.g., while mowing or sampling) 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) **Subcontracts.** The Seller shall include this clause in subcontracts involving work done on site at the Y-12 National Security Complex.

17. CLAUSES INCORPORATED BY REFERENCE

(a) The clauses listed in paragraph (c) below are incorporated herein by reference. The texts of FAR and DEAR clauses are available at a variety of Internet Sites including URL: http://farsite.hill.af.mil/ and the texts of Company clauses are available at http://www.y12.doe.gov for Y-12 site forms and http://www.pantex.com for Pantex site forms. 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:

- DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)
- FAR 52.237-2 Protection of Government Building, Equipment and Vegetation (APR 1984)