



REQUEST FOR PROPOSAL (RFP)-0001286

Project Name/Location	RFP Number
Los Alamos Legacy Waste Cleanup Project	RFP-0001286
RFP Issue Date	Proposal Due Date
6/29/2023	3:00 PM MST, Thursday, July 20, 2023
Offeror	Submissions of Proposal
Subcontractor Name, address and contact Information	Offeror shall submit Proposal electronically to n3bprocurementopportunities@EM-LA.DOE.GOV by 3:00 PM MST, Thursday, July 20, 2023. Partial or incomplete proposals will not be accepted
General Description of Scope of Work	Contractor/Contractor's Representative
Culture Change Workshops	Newport News Nuclear BWXT-Los Alamos, LLC (N3B) 1200 Trinity Dr. Suite 150 Los Alamos, NM 87544 George Stevens, Procurement Specialist George.Stevens@em-la.doe.gov Alternate Contact: Julie Baer, Small Business Manager Julie.Baer@em-la.doe.gov

INSTRUCTIONS TO OFFERORS

1.0 NAICS Code and Small Business Size Standard

- 1.1 The North American Industry Classification System (NAICS) code for this acquisition is 541611 Administrative Management and General Management Consulting Services.
- 1.2 The small business size standard is \$24.5 Million.

2.0 GENERAL

- 2.1 In accordance with the instructions herein, N3B invites you to submit a proposal for Culture Change Workshops under which N3B will order services on a Firm Fixed Price/ Time and Material Basis.
- 2.2 Please advise us of your planned response to this solicitation by sending an acknowledgement email by 7/3/2023 to n3bprocurementopportunities@EM-LA.DOE.GOV
- 2.2 All work **MUST BE COMPLETED** in accordance with the Period of Performance as dictated in the Statement of Work (SOW).

- 2.3 The Proposal shall take into consideration and be based upon these Instructions to Offerors and the Proposal Submission documents listed under Article 14.0 including all exhibits, appendices, and attachments thereto.
- 2.4 Contractor reserves the right to waive any informalities and minor irregularities in proposals, make partial awards, multiples awards or to reject any or all proposals. Contractor reserves the right to award the subcontract to other than the Offeror submitting the lowest evaluated bid, with or without notice or reasons, and if no Proposal is accepted, to abandon the Scope of Work or to have the Scope of Work performed in such other manner as Contractor may elect.
- 2.5 Contractor considers the names of other Offerors, the Offers, evaluations and ranking of Offerors as confidential information to which Offeror or their agents are not entitled.
- 2.6 Partial or incomplete Proposals will not be accepted. Offeror will be informed whether or not its Proposal was successful.
- 2.7 Contractor will not be responsible for any costs or expenses incurred by Offeror in preparing and/or submitting the Proposal or otherwise during the proposal process.
- 2.8 Examination of RFP Documents: Offeror shall immediately verify that it has received all documentation by checking the contents of the RFP package against the documents identified in these Instructions to Offerors. If Offeror has not received all identified documentation, Offeror shall immediately notify Procurement Specialist in writing by email.
 - 2.8.1 It is the sole responsibility of the Offeror to examine with appropriate care all documents and all addenda included in this RFP, and be informed of all conditions which might in any way affect the cost or the performance of the Work. Failure to do so will be at the Offeror's sole risk, as it will be deemed that the Offeror included all costs for performance of the Work in the Proposal.
 - 2.8.2 Should the Offeror find discrepancies in, or omissions from, the RFP documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP documents, Offeror shall promptly notify the N3B's Procurement Specialist in writing as stated in these solicitation provisions. You will be solely responsible for its timely receipt by the Procurement Specialist. Replies to such notices may be made in the form of supplementary correspondence or, as appropriate, an Amendments to the Solicitation documents which will be issued simultaneously to all prospective Offerors who have been sent this Solicitation by N3B
- 2.9 This Subcontract Agreement is for a base period of one year, and includes two one option periods for continued performance/additional work.
- 2.10 Offeror must be registered on SAM.gov prior to award.

3.0 The Subcontract Technical Representative (STR) for This Project is:

Attn: Miguel Maez

Email: Miguel.Maez@em-la.doe.gov

RFP No. 0001286

N3B Form 9072, Rev. 0, (05/18)

Newport New Nuclear BWXT– Los Alamos, LLC
1200 Trinity, Suite 150
Los Alamos, NM 87544

4.0 COMMUNICATION

- 4.1 If Offeror finds any discrepancies in or omissions from the RFP Documents, or should the intent or meaning of such documents appear unclear or ambiguous, Offeror must notify Contractor by contacting Contractor’s Representative. Replies to such notices may be made in the form of Amendment to the RFP Documents which will be issued simultaneously to all invited Offerors in writing. Offeror must acknowledge receipt of all Amendment in its proposal. Contractor will not be bound by, and Offeror must not rely on any oral interpretations or clarifications of the RFP Documents. If you have any questions regarding the **Request for Proposal documents or the Scope of Work please email your questions to n3bprocurementopportunities@EM-LA.DOE.GOV no later than 3:00 PM MST on 07/6/2023.**
- 4.2 Deviations from these communication instructions may be cause for rejection of Offeror’s Proposal.
- 4.3 The RFP Number identified above must be included on the Proposal and any and all other written communication in connection with this RFP.
- 4.4 No oral inquires will be accepted. Oral explanations or instructions given before the award of the subcontract will not be binding on N3B. Any information given to a prospective Offeror concerning this RFP will be furnished promptly to all other prospective Offerors as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offeror.

5.0 PROPRIETARY INFORMATION

- 5.1 All documents included in this RFP, and any other information furnished to Offeror by Contractor shall remain, the property of Contractor and may not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties, or used in any manner detrimental to the interests of Owner or Contractor. Offeror’s signature on the
- 5.2 Offerors are required to notify Contractor immediately of any solicitation or inquiry offering to (a) improperly disclose confidential proposal information (including evaluations of proposal information), or (b) improperly influence or affect the award of any contract associated with this Project. Offerors are further required to notify Contractor immediately if they come into possession of confidential information (including evaluations of proposal information). Failure to comply with the foregoing may result in the disqualification of the Offeror.

6.0 GOVERNING TERMS AND CONDITIONS

- 6.1 Offeror's standard terms and conditions of sale will not be considered. Offerors must clearly identify any exceptions to the terms and conditions set forth in this RFP.
- 6.2 Offeror is instructed to read thoroughly the form of Subcontract Agreement included in the RFP Documents and to submit its electronic version of its proposal which will be considered the official submittal and time stamped.

7.0 PRICING CONDITIONS

- 7.1 Pricing, stated in U.S. Dollars (\$), must be in accordance with the provisions of the RFP Documents. **All forms must be fully executed with no blanks or omissions.**
- 7.2 Proposal validity period shall be a minimum of **180 days** after the Proposal Due Date
- 7.3 All pricing must be firm for each of the Subcontract periods.
- 7.4 **All pricing information requested in this RFP must be provided. Failure to comply with this requirement may result in rejection of the Proposal.** Award may not be made to any Offeror who has not responded to all instructions, certifications, and representations indicated in this Solicitation.
- 7.5 The Successful Offeror will be responsible for acquiring any and all contractor's license(s), business license(s), etc. and any/all permits required to perform the Scope of Work.
- 7.6 In the case of any discrepancy between words and figures, the words shall prevail and in the case of errors in addition or extension, the unit prices (if any) quoted shall prevail.

8.0 Purchasing Pricing Preferences

8.1 Regional Pricing Preference

In accordance with N3B Prime Contract with DOE, N3B will maximize procurement opportunities for Northern New Mexico (NNM) small business concerns by providing a Regional Purchasing Pricing Preference in acquisitions. The price preference will be given by adding a 5% adjustment factor to the proposed total price/cost, including priced options, of those Offerors whose businesses do not meet the definition of a NNM small business concern.

A NNM small business concern is a small business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe,

Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque.

If a business claims to be a NNM small business concern, it must demonstrate to N3B's satisfaction when requested. As a minimum requirement, submission of its offer shall ensure that:

(1) it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51 % must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Scope of Work; or

(2) it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Scope of Work.

8.2 Small Business Pricing Preference

In accordance with N3B Prime Contract with DOE, N3B will maximize procurement opportunities for Small Business concerns by providing a Small Business Pricing Preference in acquisitions. The price preference will be given by adding a 5% adjustment factor to the proposed total price/cost, including priced options, of those Offerors whose businesses do not meet the definition of a Small Business concern.

9.0 PROPOSAL SUBMISSION

The Proposal must be submitted utilizing the Forms provided herein. **FAILURE TO PROVIDE THE INFORMATION IN STRICT ACCORDANCE WITH THE FORMAT AND THE DETAIL REQUIRED IN THE FORMS IS GROUNDS FOR REJECTION OF THE PROPOSAL.** The Proposal shall clearly display the RFP number 0001286 and be delivered to the email address identified above electronically with the following completed forms and other listed information. The Proposal shall not exceed 30 pages, exclusive of required forms. For example if the Commercial volume is a total of 5 pages, the Technical Proposal volume cannot exceed 25 pages. The proposal should contain the best terms from a cost/price and technical standpoint and include all available discounts and/or governmental pricing. Submit the proposal in two (2) volumes as described below:

- 9.1 **Commercial Proposal Volume:** The following documents/information must be completed, signed (when required) and submitted with your Proposal and will form the basis for the commercial evaluation.
- 9.1.1 **Offeror's Proposal Letter:** Exhibit C – Form B – Offeror's Proposal Letter must be completed by Offeror and submitted with proposal. Proposal by joint ventures (except joint ventures not organized as LLC's or partnerships), consortia, associations or partnerships shall designate one single participant to represent all those forming the offering entity, and shall list the full names and addresses of all participants in the offering entity. A joint venture not organized as an LLC or partnership shall be signed by all participants. The name of the signatory shall be typed or otherwise clearly imprinted below each signature and a corporate Offeror shall state its place of incorporation; all others state place of organization. Evidence of the signatory's authority shall be included, if the offering entity is a joint venture, consortia, association or partnership.
 - 9.1.2 **Pricing Exhibits: Exhibit C – Forms A,** Pricing Exhibits shall be fully completed with no omissions. Proposed labor categories and pricing bands as identified on the forms and shall be fixed for each Subcontract term.
 - 9.1.3 **Vendor Maintenance:** N3B Form 9061, and Vendor Maintenance Forms - shall be completed and fully executed.
- 9.2 **Technical Proposal Volume:** (i.e. technical information on how the scope of work will be performed/accomplished) shall include, but not be limited to the following:
- 9.2.1 **Resumes of Key Personnel & Associated Resumes:** Exhibit C - Form E, Resumes of Key Personnel & Associated Resumes, copies of resumes for all key personnel assigned to the Work, i.e., Project Managers and others. Identify the proposed key personnel and provide detailed information on their roles and responsibilities, and qualifications to implement and manage the contract requirements. Follow additional instructions on Exhibit C Form E.
 - 9.2.2 **Project Organization and Work Plan:** The Offeror shall submit Exhibit C - Form D, Project Organization and Work Plan, indicating how the work will be performed and completed in accordance with the SOW requirement, and address the following in order:
 - 9.2.2.1 Include a brief description of the firm's size as well as the organizational structure.
 - 9.2.2.2 Discuss how to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation.
 - 9.2.2.3 Existing models demonstrating the linkage between personnel accountability, project culture and project performance, particularly relative to safety performance.

9.2.2.4 Demonstrate understanding of the project requirements, potential problem areas, project approach, and work plan.

9.2.2.5 Presentation of a well-conceived work plan, establish an understanding of N3B's objectives and work requirements. Demonstrate the ability to satisfy those objectives and requirements.

9.2.2.6 The work plan must also include a timetable for completing all work specified in the Statement of Work.

9.2.2.7 Offeror shall demonstrate their experience in organizational change work, sharing examples of successful efforts within similar organizations.

9.2.3 **Experience Statement:** Exhibit C Form F, Experience Statement. Offeror shall include names, addresses, points-of-contact and phone numbers for the primary Offeror. Customer references shall be provided for each current/recent contract cited as experience to support the proposal. Note: CONTRACTOR may use other information that may be otherwise available in addition to Offeror's submitted narrative.

10.0 BASIS OF AWARD

10.1 Proposals will be evaluated on an overall "Best Value" basis. If the Rated technical merit of two or more proposals is determined to be essentially equal, price may be the determining factor. The CONTRACTOR reserves the right to make award(s) based on a trade-off between technical merit and price that results in the best value to the CONTRACTOR.

10.2 Commercial Proposal Volume Evaluation

The Commercial Proposal will be evaluated on each specific criteria defined below:

10.2.1 **Criterion 1: Offeror's Proposal Letter:** Proposal by joint ventures (except joint ventures not organized as LLC's or partnerships), consortia, associations or partnerships shall designate one single participant to represent all those forming the offering entity, and shall list the full names and addresses of all participants in the offering entity. A joint venture not organized as an LLC or partnership shall be signed by all participants. The name of the signatory shall be typed or otherwise clearly imprinted below each signature and a corporate Offeror shall state its place of incorporation; all others state place of organization. Evidence of the signatory's authority shall be included, if the offering entity is a joint venture, consortia, association or partnership. **(GO/NO-GO Criterion).**

10.2.2 **Criterion 2: N3B Form 9061 Vendor Maintenance:** Offeror must complete and execute vendor maintenance form and submit with proposal. **(GO/NO-GO Criterion).**

10.2.3 Criterion 3: Price Proposal – Evaluated Criteria

Offeror shall provide pricing information as required in Exhibit C – Form A. Proposed pricing bands and labor hour multiplier(s) as identified on the forms shall be fixed for each Subcontract term. The price evaluation shall establish realism and reasonableness as well as the best overall price with consideration of the technical approaches proposed by each Offeror. The price evaluation shall include:

- 10.2.3.1 Comparison of pricing on a competitive basis;
- 10.2.3.2 Offeror’s understanding and ability to perform the work as proposed (cost elements are realistic and reasonable for work performed);
- 10.2.3.3 Cost benefit trade-off analysis, if needed (trade-off between superior technical elements and cost).

Proposed labor categories and pricing bands as identified on the forms and shall be fixed for each Subcontract term.

The sum of all price factors is somewhat less significant than all technical proposal factors combined.

10.3 Technical Proposal Volume Evaluation

All technical evaluation criteria are **EVALUATED CRITERIA** that will be rated in descending order of importance and evaluated according to the following definitions:

Rating	Definition
Exceptional/High Confidence	Based on the Offeror’s proposal, essentially no doubt exists that the Offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the Offeror’s proposal, little doubt exists that the Offeror will successfully perform the required effort.
Satisfactory/Slight Confidence	Based on the Offeror’s proposal, some doubt exists that the Offeror will successfully perform the required effort.
Unsatisfactory/No Confidence	Based on the Offeror’s proposal, extreme doubt exists that the Offeror will successfully perform the required effort.

The CONTRACTOR's assessment of the Offeror's technical narrative to the specific criteria is described below.

10.3.1 Criterion 1: Proposed Key Personnel and Associated Resumes:

- 10.3.1.1 List all Key Personnel and Associated Resumes on Exhibit C - Form E. Include resumes of Key Personnel assigned to the Work, i.e., Project Manager and others.
- 10.3.1.2 Identify the proposed key personnel and provide detailed information on their roles and responsibilities, and qualifications to implement and manage the contract requirements. Follow additional instructions on Exhibit C Form E.

10.3.2 Criterion 2: Project Organization and Work Plan:

The Offeror shall submit Exhibit C - Form D, Project Organization and Work Plan, indicating how the work will be performed and completed in accordance with the SOW requirement, and address the following in order:

- 10.3.2.1 Include a brief description of the firm's size as well as the organizational structure.
- 10.3.2.2 Discuss how to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation.
- 10.3.2.3 Existing models demonstrating the linkage between personnel accountability, project culture and project performance, particularly relative to safety performance.
- 10.3.2.4 Demonstrate understanding of the project requirements, potential problem areas, project approach, and work plan.
- 10.3.2.5 Presentation of a well-conceived work plan, establish an understanding of N3B's objectives and work requirements. Demonstrate the ability to satisfy those objectives and requirements.
- 10.3.2.6 The work plan must also include a timetable for completing all work specified in the Statement of Work.
- 10.3.2.7 Offeror shall demonstrate their experience in organizational change work, sharing examples of successful efforts within similar organizations.

10.3.3 Criterion 3: Experience and Past Performance:

- 10.3.3.1 Experience Statement: Exhibit C Form F, Experience Statement. Offeror shall include names, addresses, points-of-contact and phone numbers for the primary Offeror. Customer references shall be provided for each current/recent contract cited as experience to support the proposal. Note: CONTRACTOR may use other

information that may be otherwise available in addition to Offeror's submitted narrative.

11.0 Evaluation Process

11.1 Exchanges with Offerors after Receipt of Proposals

Award(s) may be made without discussion. Offerors are advised to present their best technical and price proposal initially, as Contractor intends to make award without discussions.

11.2 Clarifications

11.2.1 Clarifications are limited exchanges between the Procurement Specialist and Offeror(s) when award without discussion is contemplated. Through Clarifications, Offerors may be given the opportunity to clarify certain aspects of their proposal, or resolve minor or clerical errors.

11.2.2 Clarifications will not be used to allow an Offeror to cure proposal deficiencies or material omissions, or materially alter the technical or cost elements of the proposal or otherwise revise the proposal. Information obtained through Clarifications may be considered in the rating of proposals for the establishment of a competitive range or for the final ranking of proposals

11.3 Competitive Range

11.3.1 If appropriate and necessary, the Source Selection Committee (SSC) may select a Competitive Range consisting of those Offerors most highly rated and deemed to have the strongest chance of selection for award. Discussions will only be held with those Offerors still being considered for award and will be conducted to enhance the SSC's understanding of the proposals, determine the acceptability of the proposals, and facilitate the evaluation process. Through the Competitive Range process, the Procurement Specialist may request or allow proposal revisions to clarify and document understandings reached during discussions and/or negotiations. At the conclusion of discussions, each Offeror still in the Competitive Range will be given an opportunity to submit its Best and Final proposal.

11.3.2 If an Offeror's proposal is eliminated or otherwise removed from the Competitive Range, no further revisions to that Offeror's proposal shall be accepted or considered.

11.4 Evaluation of Proposals:

11.4.1.1 Upon receipt of proposals, the Procurement Specialist shall review all GO/NO GO Criteria to determine which proposals will receive further evaluation. **Only those proposals that have received a "GO" on every**

critterion will be considered acceptable and will proceed to the Technical Evaluation Phase.

11.4.1.2 The Source Selection Committee (SSC) will evaluate the acceptable proposals based strictly on the evaluation criteria stated above. The SSC shall assess each Offeror's ability to provide the most advantageous approach to meeting requirements as identified in the Scope of Work. SSC will complete a Summary Matrix identifying quantitative ranking with appropriate supporting narrative on each technical evaluation requirement.

11.4.2.1 **Key Personnel:** SSC will evaluate Key Personal qualifications, prior experience and how the Offeror proposes to utilize Key Personnel to meet subcontract requirements.

11.4.3.1 **Project Organization and Workplan:** The Offeror that meets all technical requirements and provides the best overall approach to meeting all Subcontract/SOW requirements will receive the highest rating.

11.4.4.1 **Experience and Past Performance:** SSC shall determine the relevance of similar past performance information, source of information, general trends, etc. SSC may evaluate information provided as well as information provided from any other sources. The Offeror whose demonstrated experience and past performance best indicate the ability to successfully implement and perform all the requirements under this subcontract shall receive the highest rating.

11.4.5 After the Technical Proposals have been evaluated and rated, the SSC shall rank each Offeror based on its overall technical evaluation rating. Once the SSC has completed the technical evaluation, the Procurement Specialist will provide SSC with Price Proposal.

11.5 **Price Proposal Evaluation:** The SSC shall evaluate the proposals based on best competitive price, price realism and reasonableness. The pricing proposals will be ranked.

11.6 **Selection:** If the highest technically rated proposal is also the lowest acceptable (price is both reasonable and realistic) price, that proposal will receive the highest overall ranking. If the highest technically rated proposal is not the lowest acceptable price, then the SSC shall conduct a cost tradeoff analysis between the superior technical features and price to determine the proposal that represents the "Best Value" to the Contractor. The overall cost/price of a proposal is somewhat less important than the overall technical proposal when determining the best overall value to the Contractor. The SSC shall recommend the proposal that represents the Best Value to the Contractor.

12.0 SIGNATURE REQUIREMENTS

12.1 Offeror's Proposal must be signed by Offeror's duly authorized officer. If Offeror is a corporation, the proposal must be signed in its name and on its behalf by a duly authorized signatory officer of the corporation. The office held by the signing officer must be included.

- 12.2 If Offeror submits a proposal as a partnership or joint venture, Offeror must submit with its proposal, a "Power of Attorney" executed by all of the general partners or members of the joint venture designating and appointing one of the general partners or members of the joint venture as a "Management Sponsor," and authorizing the Management Sponsor to sign the proposal on Offeror's behalf, to act for and bind Offeror in all matters relating to the Proposal and, in particular, to agree that each partner or member of the joint venture is jointly and severally liable for any and all of the duties and obligations assumed by Offeror under the Proposal and the Subcontract, if awarded. The Proposal must be signed on behalf of the partnership or joint venture in its legal name by the Management Sponsor. Contractor will only accept unified sums, rates, prices, or conditions and will not accept sums, rates, prices or any conditions which differ between individual parties of a partnership or joint venture.
- 12.3 When requested by Contractor, satisfactory evidence of the authority of any signatory of Offeror must be furnished.

13.0 EXCEPTIONS AND DEVIATIONS

- 13.1 No deviations to any technical requirements of the RFP Documents shall be made. Failure to comply with this condition may result in rejection of the proposal. All exceptions should be explicitly identified in Offeror's Proposal.
- 13.2 The submission of a Proposal indicates acceptance by Offeror of all terms, conditions and requirements contained herein.
- 13.3 During the Proposal evaluation, Contractor is not responsible for identifying or resolving any deviations that may be contained in the Proposal. The only deviations recognized will be those mutually agreed upon and included in the Subcontract.

14.0 RFP Documents

The following documents are the "RFP Documents" the Exhibits highlighted in green are both commercial and technical volume documents that shall be included in the proposal submittals:

- Subcontract Form of Agreement No. 0001286
- Exhibit A- N3B General Conditions
- Exhibit B- N3B Special Conditions
- Exhibit C – Form A1-A6 Pricing Schedule of Rates & Charges
- Exhibit C - Form B, Offeror's Proposal Letter
- Exhibit C - Form D, Project Organization and Work Plan
- Exhibit C - Form E, List of Key Personnel & Associate Resumes
- Exhibit C - Form F, Experience Statement

Exhibit D - Scope of Work and Technical Specifications

Exhibit E - Reserved

Exhibit F- Environmental, Safety, and Health Requirements for Low Consequence Work

Exhibit G - Physical Security Requirements

Exhibit H - Reserved

Exhibit I – Reserved

Exhibit J – Non-Disclosure Agreement

Exhibit K – SCA Wage Determination

Exhibit L – Prime Contract Flowdowns

Exhibit M – N3B Code of Business Ethics

N3B Vendor Maintenance Forms

END OF INSTRUCTIONS TO OFFERORS



Project Name/Location	Subcontract No.
Los Alamos Legacy Waste Cleanup (LLCC) Project/Los Alamos, NM	PO-0001286
Subcontractor	Contractor
Subcontractor Name	Newport News Nuclear BWXT-Los Alamos (N3B) 1200 Trinity Dr. Suite 150 Los Alamos, NM 87544
TBD	
General Description of Scope of Work	Contractor's Representatives
Culture Change Workshops	Subcontract Administrator: George Stevens 1200 Trinity Dr. Suite 150 Los Alamos, NM 87544 Phone: 505-695-6706 Email: George.Stevens@em-la.doe.gov Subcontract Technical Representative: Miguel Maze Building/Mail Stop Los Alamos, NM 87544 Phone: 505-470-5378 Email: Miguel.Maze@em-la.doe.gov

THIS AGREEMENT ("Agreement") **No PO-0001286** (together with the attachments hereto) dated and effective as of XX/XX/XXXX (the "Effective Date") through 4/29/2024, comprises the Subcontract hereby made and entered into by and between Newport News Nuclear BWXT-Los Alamos, LLC (N3B) (hereinafter "Contractor") having a place of business located at 1200 Trinity Dr. Suite 150, Los Alamos, NM 87544 and **XXXXXXXXXXs** (hereinafter "Subcontractor") having a place of business located at XXXXXXXXXXXX, each a "Party" and collectively, the "Parties").

WHEREAS, Contractor has entered into a contract (the "Prime Contract") with the U.S. Department of Energy (the "Owner") to perform the Los Alamos Legacy Cleanup Contract (LLCC) (the "Project");

WHEREAS, Contractor desires to subcontract to Subcontractor certain portions of Contractor's work and/or services for the Project.

WHEREAS, Subcontractor desires to perform such subcontracted portions of Contractor's work and/or services for the Project; and

WHEREAS, Subcontractor has agreed to perform the Work under a Firm Fixed Price and a Time and Materials Subcontract.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants contained in the Subcontract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Subcontractor hereby mutually agree as stated above and as follows:



ARTICLE 1 - SCOPE OF WORK

The Work is fully described and defined in Exhibit D – Statement of Work (hereinafter “SoW”). Subcontractor shall furnish the materials and equipment, except as otherwise provided by the Contractor as specified herein (Contractor Furnished Materials, or CFM), and labor and shall perform all services and effort necessary to complete the Work, and Subcontractor shall do everything required by the Subcontract to complete fully, protect and deliver the Work in full compliance with the requirements of the Subcontract.

ARTICLE 2 - PROJECT SITE

The Project Site is generally located at the Los Alamos National Laboratory Site which is in and around Los Alamos, New Mexico, and as more specifically defined and described in Exhibit D.

ARTICLE 3 - SUBCONTRACT DOCUMENTS

3.1 The following are the Subcontract Documents:

This Agreement; PO-0001286

Exhibit A: General Conditions

Exhibit B: Special Conditions

Exhibit C Form A-1 – A-6: Pricing Schedule of Rates and Charges

Exhibit C Form B: Offerors Proposal Letter

Exhibit C Form D: Project Organization and Work Plan

Exhibit C Form E: Resumes of Key Personnel

Exhibit C Form F: Experience Statement

Exhibit D: Scope of Work and Technical Specifications

Exhibit E: Reserved

Exhibit F: Environmental, Safety, and Health Requirements for Low Consequence Work

Exhibit G: Security Requirements

Exhibit H: Reserved

Exhibit I: Reserved

Exhibit J: Non-disclosure Agreement

Exhibit K: SCA Wage Determination

Exhibit L: Prime Contract Flowdowns

Exhibit M: N3B Code of Business Ethics

3.2 ORDER OF PRECEDENCE: In the event of any conflict, variation or inconsistency between any provisions of the Subcontract Documents, as they may be amended from time to time, Subcontractor shall promptly



notify Contractor of such conflict and the following order of precedence shall apply: (1) this Agreement; (2) Special Conditions; (3) General Conditions; (4) Prime Contract Flowdowns; (5) scope of work, drawings, specifications and other Subcontract Documents.

Notwithstanding anything to the contrary, the Parties agree that the terms of the Subcontract Documents pertaining to contractual obligations of Subcontractor shall be no more onerous than the contractual obligations (including but not limited to those terms pertaining to warranty, indemnity, and limitation of liability) of the Prime Agreement between N3B and Owner.

ARTICLE 4 – START AND COMPLETION OF THE WORK

Subcontractor agrees to perform the Work in accordance with Exhibit D, including all delivery and performance schedules set forth therein. Subcontractor agrees that no payment will be due unless and until all deliveries and performance are completed in accordance with the requirements of Exhibit D

Base Year 1: Date of Award to 4/29/2024

Option Year 1: 4/30/2024 to 4/29/2025

Option Year 2: 4/30/2025 to 4/29/2026

ARTICLE 5 – COMPENSATION/SUBCONTRACT PRICE

This is a Firm Fixed Price and Time and Materials Subcontract. The Firm Fixed Price portion of this Subcontract shall be \$XXX. The Time and Materials portion of this Subcontract shall not exceed \$XXX

The parties agree to re-evaluate any fixed indirect rates proposed by the Subcontractor and applicable to Materials costs only prior to the exercise of both major option periods so they remain reasonably within the range of Subcontractor's corporate structure and rates to ensure best value to N3B and DOE. The parties agree baseline changes that impact Subcontractor effort will be coordinated through the subcontract modification process as necessary. Subcontractor shall submit written notification to Contractor when 80% of the foregoing amounts has been incurred as an expense.

ARTICLE 6- OPTION TO EXTEND THE TERM OF THE SUBCONTRACT

The Contractor may extend the term of this subcontract for up to two (2) years beyond the initial term. The Contractor may extend the term of this subcontract by giving written notice to Subcontractor by the date specified as the expiration date of this subcontract. Contractor shall attempt to give Subcontractor preliminary written notice of its intent to extend the term of this subcontract at least 15 days before the then current expiration date; however, the preliminary notice shall not be a commitment by Contractor to extend the term of this subcontract. Failure to provide the preliminary notice at least 15 days before the current expiration date does not prevent Contractor from the exercise of an option. The exercise of an option to extend the term of this subcontract shall be accomplished by a unilateral written modification issued by Contractor.

The term of this subcontract may be extended pursuant to this clause for up to Twenty-Four (24) Months



beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 7 – ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

ELECTRONIC INVOICING, PAYMENT REQUIREMENTS, AND ACCRUALS —TIME AND MATERIALS

Subcontractor shall render invoices monthly for Supplies provided and/or Services performed during the previous calendar month. Subcontractor shall submit a monthly invoice on the 10th of each month. If the 10th falls on a weekend or holiday, the invoice shall be due the next working day. Payment terms will be net thirty (30) days on all approved invoiced amounts. Contractor and Subcontractor shall promptly attempt to effect a resolution of any dispute concerning an invoice submitted by Subcontractor and Subcontractor shall provide Contractor with a corrected invoice or additional supporting documentation as necessary. Contractor may withhold payment of that portion of an invoice disputed by Contractor until the dispute has been resolved. Notwithstanding anything to the contrary in this Agreement, Contractor shall pay Subcontractor the undisputed portion of any invoice.

Payment requests **must** be submitted electronically to: accounts payable@em-la.doe.gov. *No other means of submittal shall be deemed an official invoice.*

"Payment request" means any request for contract financing payment or invoice payment by the Subcontractor. To constitute a proper invoice, the payment request must comply with the requirements identified below.

Each invoice must clearly separate costs into separate sections by Project ID, including attached supporting documentation.

Under this subcontract, the following information is required to be submitted as part of or as an attachment to the monthly electronic invoice:

- Subcontract/task order number [Insert Subcontract and Task Order Number]
- Labor:
 - On-site personnel (by company),
 - Off-site personnel (by company),
 - For each person on the invoice, identify the:
 - Labor Category
 - Date (in one week intervals),
 - Name of employee,
 - PLC,
 - Hours,
 - Rate, and
 - Total invoice amount.
- Materials/Supplies/Equipment
- Subcontracts
- Travel



- G&A (as applicable to materials)
- Total cumulative amount invoiced to date
- Page numbers on each page **including back-up documentation for expenses**.
- All other direct costs (Pcard, travel, purchase invoices, computer usage, etc.) must include:
 - A brief explanation of why the items were purchased,
 - Which company purchased the items, and
 - What G&A applies
- A summary page for labor and expenses where all charges and receipts can be identified; along with references to the page where the numbers came from.

Each Subcontractor employee shall enter the allowable project hours worked in the Subcontractor's time keeping system unless permission from the Subcontract Technical Representative (STR) is obtained for an individual employee to submit manual time cards. The Subcontractor shall submit weekly and consolidated monthly labor report to the STR, identifying all recorded hours worked for the week, on the first day of the following week.

Subcontractor will be responsible for employee time keeping under Subcontract 000XXXX, and will submit time keeping reports on a weekly basis and with all invoices.

Subcontractor shall administer and validate time keeping records and expense reports for services rendered.

Subcontractor shall address and correct any incorrect or fraudulent time and effort reporting.

Subcontractor shall immediately, upon discovery or notification, reimburse the Contractor for any overpayments resulting from incorrect or fraudulent time reporting.

Subcontractor shall provide weekly time keeping/man hour reports to the STR and Procurement Specialist no later than Monday close of business of the next week.

Subcontractor shall provide a monthly roster to the Procurement Specialist at the beginning of each month.

Invoices will be rejected if any discrepancy exists between the hours recorded via Subcontractor's time keeping system, whether validated by N3B or not, and hours included in the associated invoice. Hours not recorded in the Subcontractor's time keeping system or submitted via manual time card will not be paid until the records have been completed and submitted to N3B.

Note: Receipts are required to be submitted with the invoice as backup documentation for all materials/supplies, travel (hotel/airfare/car rental), and ODCs. Receipts must clearly show all charges and totals that link back to the invoice totals. **The cost used in the expense report must be clearly annotated on each receipt.**

Invoices without required Attachments are subject to rejection. Discrepancies discovered after the pay period may be offset on future invoices at the Contractor's discretion.

Travel: Travel expenses will be reimbursed in accordance with the Federal Travel Regulations as modified by Exhibit B, Section B.33 DOE-H-2069, Payments for Domestic Extended Personnel Assignments. Expenses related to travel, which are incurred during subcontracted business activities and are accompanied by proper documentation, will be reimbursed according to the Federal Travel Regulations (FTR). To ensure clarity and compliance with the FTR, N3B shall act in the capacity of the "Agency."



Accruals: If required, Subcontractor shall render accruals using the Accrual Form and submit it by the 15th of the month to the N3B representatives identified in Article 9 herein. (Note: N3B will initiate the process by prefilling particular sections on the form and sending it to Subcontractor to complete and return). If the 15th falls on a weekend or holiday, the accrual shall be due the next working day. Accrual data shall be rendered in accordance with the instructions provided in the Accrual Form. **The forgoing procedure and form are not applicable to subcontractors that enter weekly time charges into N3B’s time collection system.**

ARTICLE 8 - GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of New Mexico excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

ARTICLE 9 - COMMUNICATION AND FORMAL NOTICES

All correspondence and notices required to be given in writing under the Subcontract, including but not limited to those regarding breach, consent to settlement of claims, termination and/or indemnification, shall be delivered personally to the respective representatives of the Contractor and Subcontractor set forth below, or shall be mailed by registered mail with a return receipt requested, postage prepaid, or shall be sent by facsimile, or sent by a national overnight courier service, and shall be effective when received. All correspondence/notices shall be addressed as follows:

	IF TO CONTRACTOR	IF TO SUBCONTRACTOR
Name:	N3B, Acquisition Management	[Subcontractor POC]
Address:	1200 Trinity Dr. Suite 150	
Address:	Los Alamos, NM 87544	
Attention:	George Stevens	
Title:	Procurement Specialist	
Phone:	(505) 695-6706	
Email:	Name@em-la.doe.gov	
	With a copy to:	With a copy to:
	Name of N3B STR	
	Building/Mail Stop	
	Los Alamos, NM 87544	
	505-XXX-XXXX	
	Name@em-la.doe.gov	

ARTICLE 10 - ARTICLE HEADINGS/WAIVER/SEVERABILITY

The Article headings used in any of the Subcontract Documents have been inserted for convenience of reference only and shall not in any manner limit the construction, meaning or effect of anything therein contained nor govern the rights and liabilities of the parties. The waiver of any breach or failure to enforce any of the provisions of this Subcontract shall not in any way affect, limit, modify or waive the future enforcement of such provisions. The invalidity or unenforceability of any portion or provision of this Subcontract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed



severed from this Subcontract and the parties shall negotiate an equitable adjustment in such portions or provisions of this Subcontract to effect the underlying purposes of this Subcontract.

ARTICLE 11 - ENVIRONMENT, SAFETY AND HEALTH FOR ONSITE WORK

Work must be performed in accordance with the U.S. Department of Energy Acquisition Regulation (Integration of Environment, Safety, and Health into Work Planning and Execution, DEAR 952.223-71 clause), 10 CFR 851, and all applicable federal regulations and site-specific requirements.

The Subcontractor shall take reasonable precautions in the performance of the work under this contract to protect the environment, safety, and health of employees and members of the public. XXXXXXXXXXXX will comply with and fully implement the N3B Worker Safety and Health Program. The Work must be conducted in accordance with all requirements and stipulations as stated in Exhibit F. N3B shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to comply with said regulations and requirements, N3B may, without prejudice to any other legal or contractual rights of N3B, 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 N3B. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

ARTICLE 12 – LOWER TIER SUBCONTRACTORS

N3B hereby provides consent to [Insert Subcontractor Name] to utilize the following Lower Tier Subcontractors:
TBD

ARTICLE 13 – SUBCONTRACTOR INSURANCE

Unless otherwise specified elsewhere in this agreement, Subcontractor shall obtain and maintain during the performance of this subcontract and through the end of any warranty period, Commercial General Liability and other insurance in accordance with Exhibit M, Insurance Requirements.

ARTICLE 14 - FEDERAL HOLIDAYS AND OTHER CLOSURES

Designated Federal holidays. Federal and Contractor employees observe the following Federal holidays:

- (1) New Year’s Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington’s Birthday
- (4) Memorial Day
- (5) Juneteenth
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) Veterans Day
- (10) Thanksgiving Day
- (11) Christmas Day



Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year. On-site subcontractors shall not work on site during these holidays without written authorization from the Contractor.

Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States. Contractor employees do not normally observe these holidays.

Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will notify the Subcontractor if the closure will have an impact on Subcontractor work. For on-site work, if the Subcontractor determines it is necessary to work on a Contractor non-work day, the Subcontractor shall obtain written Contractor approval and be responsible for the safety of its personnel including storm warning, occupational medicine, HazMat, etc.

ARTICLE 15 - COMPLETE AGREEMENT

The Subcontract constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that the parties may have entered into or had prior to the date hereof with respect to the subject matter hereof. The Subcontract Documents may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.



CONTRACTOR:

N3B-Los Alamos, LLC

By: _____

Name: _____

Title: _____

Date: _____

SUBCONTRACTOR:

XXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

**GENERAL CONDITIONS FOR
 SUBCONTRACTS UNDER
 U. S. DEPARTMENT OF ENERGY PRIME
 CONTRACT NO. 89303318CEM000007
 LOS ALAMOS LEGACY CLEANUP CONTRACT
 LOS ALAMOS, NM**

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SECTION A**SECTION A ARTICLES APPLY REGARDLESS OF SUBCONTRACT AMOUNT****A.1 DEFINITIONS**

The following definitions apply internally to these General Conditions and in the other Subcontract Documents, unless the context clearly requires otherwise:

- 1.1 "Applicable Law" shall have the meaning set forth in Article 27.1.
- 1.2 "Certificate of Completion" means the certificate issued by Contractor to Subcontractor after Subcontractor has completed all Work other than potential warranty obligations.
- 1.3 "Contractor" means Newport News Nuclear BWXT – Los Alamos, LLC (N3B).
- 1.4 "Damages" shall have the meaning set forth in Article 27.2.
- 1.5 "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified.
- 1.6 "Facility" means the facility located or to be located by Owner on the Facility Site.
- 1.7 "Facility Site" means all those parcels of land, on which the Project is or is to be located and for purposes of this Subcontract only those parcels of land which are occupied or used by Subcontractor in the performance of the Work.
- 1.8 "Force Majeure Event" shall have the meaning set forth in Article 41.1.
- 1.9 "General Conditions" means the terms and conditions set forth in this document.
- 1.10 "Hazardous Material" means any hazardous material or waste, toxic substance, pollution or contamination.
- 1.11 "Indemnified Parties" shall have the meaning set forth in Article 27.2.
- 1.12 "Lower Tier Subcontractor" means each lower tier vendor, supplier, materialman, consultant, contractor, subcontractor or other person or entity performing a portion of the Work for Subcontractor hereunder and/or providing equipment or services directly or indirectly in connection with the Work or Subcontract.
- 1.13 "MSDS" shall have the meaning set forth in Article 37.5.
- 1.14 "Owner" means U. S. Department of Energy (DOE)
- 1.15 "Party" or "Parties" means Subcontractor and/or Contractor.
- 1.16 "Prime Contract" means the contract between contractor and DOE or other Government Agency.
- 1.17 "Project" means Owner's project as described in the Subcontract.
- 1.18 "Project Schedule" means Contractor's overall schedule for its work on the Project under the Prime Contract.
- 1.19 "Special Conditions" means the conditions, if any, identified as such in the Subcontract.
- 1.20 "Subcontract" means the document issued by Contractor to Subcontractor in connection with the Project, all Subcontract Documents set forth therein, and all written amendments, change orders, modifications and supplements thereto, if any.
- 1.21 "Subcontract Documents" means the documents identified as subcontract documents in the Subcontract.
- 1.22 "Subcontractor" means the individual or entity identified as such in the Subcontract.
- 1.23 "Work" shall mean all of the labor, services, equipment, materials, supplies, documentation and other items which are to be provided by Subcontractor under the Subcontract.

A.2 SUBCONTRACT ADMINISTRATION

- 2.1 Contractor may establish and implement a program to monitor the performance and quality of the Work. Subcontractor shall provide Contractor's inspectors and supervisory personnel access to all Work wherever it is in preparation or progress. Notwithstanding any monitoring program implemented by Contractor with respect to the Work, Contractor shall have no obligation to supervise or inspect Subcontractor's Work, and any inspection by Contractor with respect to the Work shall not relieve Subcontractor of its obligations under this Subcontract.
- 2.2 Subcontractor shall be responsible for the performance of the Work and neither Owner nor Contractor shall be responsible for Subcontractor's safety precautions and programs incident thereto, failure to comply with Applicable Law, or failure to furnish or perform the Work as required under the Subcontract.
- 2.3 Neither Owner nor Contractor shall be responsible for the acts or omissions of Subcontractor or any Lower Tier Subcontractor(s).
- 2.4 During the performance of the Work, Contractor may disapprove or reject Work where such Work does not conform to the requirements of the Subcontract. Refer to Article 22 regarding re-performance and corrections.
- 2.5 Contractor may schedule and conduct job meetings to be attended by persons designated by Contractor, including Subcontractor and its Lower Tier Subcontractor(s) for the Project, to discuss matters related to the Work and Project, including but not limited to procedures, progress, problems, scheduling, safety and coordination.
- 2.6 Contractor and/or the Owner may implement from time to time safety, health and drug free programs (and amendments thereto) of general applicability to the Facility Site. Contractor's personnel, Subcontractor's personnel, and all Lower Tier Subcontractor personnel shall all fully comply with any such programs. Contractor will keep copies of any such programs at the Facility Site and they will be available during normal business hours for Subcontractor to inspect and/or copy.
- 2.7 Contractor may establish procedures for processing shop drawings, samples and other submittals by Subcontractor.
- 2.8 Contractor shall review and process all requests for change orders by Subcontractor as set forth in Article 9.
- 2.9 Subcontractor's Work is complete when, consistent with the terms of A.13, it has performed the activities it has expressly agreed in this Subcontract or in a Subcontract Order to perform.

A.3 SUBCONTRACT

- 3.1 The Subcontract Documents are intended to be read as a whole, and any Work required by one part and not mentioned in another shall be executed to the same extent as though required by all. Should a question or doubt arise as to the meaning of any part of the Subcontract, Subcontractor shall immediately notify Contractor in writing before the part of the Work affected is performed. Contractor's determination of the meaning of such part shall be final, subject to dispute resolution under Article A.42.
- 3.2 In the various parts of the Subcontract where reference is made to applicable codes and standards, the Work shall, except as otherwise specified, conform to the latest issue of the referenced code or standard available at the time the Work is performed; provided, however, if a code or standard changes after the date of this Subcontract, Subcontractor may request an equitable adjustment in price, schedule, or both, in accordance with Section 9.1. Upon any point of conflict between codes and standards applicable to the

- Work, Contractor shall be notified, but the code or standard imposing the more or most stringent requirement as the case may be shall govern, unless otherwise stipulated by Contractor in writing.
- 3.3 Where specific governing standards are not specified in connection with the Work, the applicable industry codes and standards shall govern.
- A.4 SAFETY
- 4.1 Subcontractor acknowledges that safety is of prime importance to Contractor and Owner, and Subcontractor shall cooperate with Contractor and Owner in efforts to prevent injuries to personnel and to comply with all applicable safety rules and regulations.
- A.5 LOWER TIER SUBCONTRACTORS
- 5.1 Subcontractor shall notify Contractor in writing of the names of Lower Tier Subcontractors proposed for any of the Work as of the effective date of this Subcontract. Subcontractor shall not subcontract the Work as a whole. Subcontractor shall not subcontract any part of the Work without the prior written authorization of Contractor, as follows:
Written consent to further subcontract to a lower tier subcontractor is required for any subcontract that -
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type and exceeds \$10,000; or
- (2) Is fixed-price and exceeds 5% of the total value of the subcontract or \$250,000, whichever is greater; or
- (3) Is being awarded without competition and exceeds \$10,000.
- Subcontractor shall bind all approved Lower Tier Subcontractors to the provisions of the Subcontract applicable to the subcontracted Work. Approved Lower tier Subcontractors:
- 5.2 Neither the Subcontract nor any subcontract with a Lower Tier Subcontractor shall create any contractual relationship between any Lower Tier Subcontractor and either Owner or Contractor, nor any payment or other obligation on the part of either Owner or Contractor to any Lower Tier Subcontractor.
- 5.3 Notwithstanding the existence of any subcontract with a Lower Tier Subcontractor, Subcontractor shall be fully responsible to Contractor for the performance of the Work as if no such subcontract exists.
- A.6 RESERVED
- A.7 RESERVED
- A.8 OTHER WORK
- 8.1 Subcontractor shall be required in the performance of its Work to coordinate its activities at the Facility Site with those of Contractor's or Owner's other contractors. Subcontractor agrees that the Owner or Contractor shall have the right to perform or have performed in or about the Facility Site during the time when Subcontractor is performing its Work such other work as Owner or Contractor may desire and that Subcontractor shall make every reasonable effort to enable both its Work and such other work to be completed without hindrance or interference. In the event Subcontractor's performance of its Work is delayed or interfered with by the work of Contractor, Owner or their respective other contractors, or the manner in which Contractor coordinates, prioritizes or otherwise requires or permits the Work and such other work to be performed, Subcontractor's sole and exclusive remedy shall be an extension of time for the performance of the Work. Any claim by Subcontractor for an extension of time arising out of any alleged delay or interference shall be made to Contractor in accordance with Article A.9.
- A.9 CHANGES
- 9.1 The Contractor may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
- (a) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Contractor or the Government in accordance with the drawings, designs, or specifications.
- (b) Method of shipment or packing.
- (c) Place of delivery.
- 9.2 If any change by written order of the Contractor causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this subcontract, the Contractor shall make an equitable adjustment in the—
- (a) Estimated cost (price in the case of Fixed Price, Time and Materials, or Labor Hour subcontracts), delivery or completion schedule, or both;
- (b) For cost-plus award fee subcontracts, amount of fee as defined in the PEMP; and
- (c) Other affected terms and shall modify the subcontract accordingly.
- 9.2.1 The type and amount of any fee for new work added by modification to the Subcontract will be subject to negotiation between the Parties.
- 9.3 The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contractor decides that the facts justify it, the Contractor may receive and act upon a proposal submitted before final payment of the subcontract. All requests for equitable adjustment submitted by the Subcontractor to the Contractor, whether resulting from a change mandated by the Contractor or submitted by the Subcontractor for any other reason must be submitted within 30 days from the date the Subcontractor reasonably would have known that the additional costs have been incurred.
- 9.4 Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the subcontract as changed up to the authorized funding.
- 9.5 Notwithstanding the terms and conditions of paragraphs 9.1 and 9.2 of this article, the price or estimated cost of this subcontract and, if this subcontract is incrementally funded, the funds allotted for the performance of this subcontract, shall not be increased or considered to be increased except by specific written modification of the subcontract indicating the new subcontract price or estimated cost and, if this subcontract is incrementally funded, the new amount allotted to the subcontract. Until this modification is made, the Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this subcontract.
- A.10 ALLOWABLE COST, PAYMENT, AND RETAINAGE
- 10.1 Invoicing will be accomplished in accordance with N3B Subcontract Form 9100, Article 6, or the Purchase Order, as applicable.
- 10.2 Retainage shall be withheld to incentivize work to completion by or before the deliverable date(s) stipulated in the Task Order. The time for payment of any Retainage to

Subcontractor shall be at the Contractor's sole discretion. Such payment shall not be unreasonably withheld.

10.3 Any amount of withheld payments to be retained shall be indicated in a fully executed Task Order, which maximum amount retained stated as a percentage of the Ceiling NTE shall not exceed the Fixed Rate Profit Percentage stipulated in the Task Order. Subcontractor shall deduct from its invoices submitted to Contractor the sum(s) stipulated in the Task Order, or alternatively should Subcontractor fail to make such deduction(s), Contractor shall withhold from each payment to Subcontractor the same stipulated sum(s) ("Retainage").

A.11 PAYMENTS WITHHELD

- 11.1 Contractor may withhold the whole or any part of any payment to Subcontractor to such extent as may be necessary to protect Contractor from loss as a result of:
- (a) incomplete, defective or damaged Work not remedied;
 - (b) retainage in accordance to Article A.10;
 - (c) claims filed or reasonable evidence indicating probable filing of claims, including lien claims, involving or arising out of Subcontractor's Work;
 - (d) damage to Contractor's, Owner's or their respective other contractors' work;
 - (e) failure of the Subcontractor to make payments when due to Lower Tier Subcontractors;
 - (f) reasonable insecurity regarding Subcontractor's intention or ability to continue with the proper and timely performance of the Work;
 - (g) failure of the Subcontractor to perform or comply with any of its material obligations under the Subcontract Documents; or
 - (h) expenses arising from frivolous claims against Contractor.
- 11.2 Funds withheld in accordance with this Subcontract are not for the benefit of the bonding company or any other third party.

A.12 PRICE OR FEE ADJUSTMENTS

- 12.1 In accordance with FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014), the fixed price and total cost and fee (if under a cost-type contract) may be reduced if there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation. Contractor reserves the right to reduce the Subcontractor's price, cost, or fee should Contractor's fee be reduced on account of Subcontractor's violations of these statutes and regulation.
- 12.2 If: (i) Contractor's contract cost or fee is reduced; (ii) Contractor's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Contractor; or (iv) Contractor incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, Prime may proceed as provided for below.
- (a) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Subcontract, if Subcontractor or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Contractor's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of

submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Contractor's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) Contractor's Subcontract price or fee is reduced; (B) Contractor's costs are determined to be unallowable; (C) any fines, penalties, or interest are assessed on Contractor; or (D) Prime incurs any other costs or damages; Contractor may proceed as provided below;

- (b) Upon the occurrence of any of the circumstances, other than withholdings, identified in the above paragraphs, Contractor may make a reduction of corresponding amounts (in whole or in part) in the costs and fee of this Subcontract or any other contract with Subcontractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Subcontractor shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of the Subcontract. In the case of withholding(s), Contractor may withhold the same amount from Subcontractor under this Subcontract.

A.13 COMPLETION OF THE WORK

- 13.1 When Subcontractor deems the Work finally completed, Subcontractor shall give written notice thereof to Contractor. Within fifteen (15) days after receipt of such notice, Contractor will determine if the Work has been completed as required and advise Subcontractor in writing either (i) that the Work has been finally completed or (ii) that the Work has not been finally completed, stating reasons therefor. In the event the Contractor advises Subcontractor that the Work is not finally complete, Subcontractor will promptly complete the Work and give written notice to Contractor when it has done so. The procedure stated herein shall be repeated until the Work has been satisfactorily and finally completed and the Certificate of Completion has been submitted by Subcontractor and accepted in writing by Contractor. The Work will be deemed finally complete as of the date of Contractor's notice to Subcontractor to that effect. The procedure set forth in this Article A.13 shall in no way limit Contractor's rights or Subcontractor's obligations under Article A.22. No delivery of any product shall be considered made or complete until such product is completely and finally delivered to Contractor's physical possession and control in its entirety, including but not limited to replacement of any defective parts.
- 13.2 At any time prior to final completion of all the Work, Contractor may temporarily take possession of and use any part of the Work. Contractor may return any such Work to Subcontractor for completion; provided that Subcontractor shall not be responsible for any damage to the Work caused while the Work or any part thereof was in temporary possession of or use of the Contractor.
- 13.3 The Contractor may at any time request in writing that Subcontractor permit Contractor to accept any such part of the Work and Subcontractor shall make that part of the Work available for Contractor's inspection as soon as reasonably possible, and in no event later than five (5) days following the request. If Contractor agrees following the inspection that the part of the Work in question can be accepted by Contractor, Contractor shall issue a Certificate of Completion for such portion of the Work.

A.14 RESERVED**A.15 RISK OF LOSS; DEDUCTIBLES; TITLE**

15.1 Title of the Work, or portions thereof, shall pass to Contractor upon the occurrence of the earliest of the following events, as applicable: a) when such Work or portion is delivered to the Contractor or Facility Site pursuant to the Subcontract; b) when Subcontractor has been paid any sum to which it may become entitled in respect to such Work or portion; c) when such Work or portion is identifiable to the Subcontract; or d) when the Certificate of Completion is issued by Contractor. All equipment, materials, supplies and other items to which Contractor has title shall not be removed from the Facility Site without Contractor's prior written consent. Use of storage facilities furnished to Subcontractor at the Facility Site shall not relieve Subcontractor of such risk of loss unless otherwise agreed in writing.

A.16 CONTRACTOR'S RIGHT TO DO WORK

16.1 If the Subcontractor should neglect to prosecute the Work properly or timely or fail to perform any of its other obligations under the Subcontract, Contractor, after ten (10) Days written notice to the Subcontractor, and Subcontractor's failure to initiate a cure, may proceed to make good such deficiencies and deduct all costs, expenses and Damages thereby suffered, in whole or in part, from any payment then or thereafter due to the Subcontractor.

A.17 INSPECTION- SUPPLIES AND EQUIPMENT

17.1 The Contractor may at any time after receipt inspect the equipment provided by the subcontractor in sufficient detail to ensure that the equipment is in the agreed upon condition and is suitable for its intended purpose. The Subcontractor shall remedy any deficiencies found during the inspection in the most expedition manner possible. The terms of this clause do not supersede any rights granted to the Contractor elsewhere in this agreement and the terms of this clause are superseded by any clause granting more stringent rights to the Contractor.

A.18 RESERVED**A.19 RESERVED****A.20 EMERGENCIES**

20.1 In the event of an emergency at the Facility Site threatening loss or injury to life or property which Subcontractor may be able to prevent or mitigate, if such can be done consistent with Exhibit F, ES&H, Subcontractor, without awaiting special instruction or authorization from Contractor, shall act as necessary to attempt to prevent or mitigate such threatened loss or injury.

A.21 LABOR AND SUPERVISION

21.1 Subcontractor shall engage in the performance of the Work a sufficient number of skilled workers to perform the Work promptly, diligently, and in accordance with the requirements of the Subcontract.

21.2 Subcontractor shall engage in the performance of the Work a sufficient number of competent supervisory personnel as are necessary to perform the Work in accordance with the requirements of the Subcontract. Subcontractor shall further have a competent superintendent continuously on the

Facility Site during work hours and readily available upon call. The superintendent shall be fully acquainted with the Work and shall have the authority to administer the Subcontract on Subcontractor's behalf and shall not be changed except with the consent of Contractor, which shall not be unreasonably withheld.

21.3 If Contractor notifies Subcontractor in writing that any employee or agent of Subcontractor or one of its Lower Tier Subcontractors is incompetent, disorderly, or otherwise unsatisfactory, such person shall immediately be removed, from the Work and shall not thereafter be employed in the performance of the Work.

A.22 MATERIALS AND WORKMANSHIP

22.1 All of the equipment, material, supplies and other items to be furnished by Subcontractor and incorporated into the Facility or Project shall be suitable for use in the Work and in conformity with the Subcontract Documents.

22.2 Subcontractor shall at all times and in a manner reasonably satisfactory to Contractor, cover and protect from damage, loss, theft or destruction all equipment, materials, supplies and other items which are to be used in the performance of, or incorporated into, the Work at the Facility Site.

A.23 LIENS

23.1 Subcontractor shall promptly pay for all labor, services, equipment, materials, supplies, documentation or other items used or employed by it or on its behalf in the performance of the Work and shall keep and maintain all equipment, materials, supplies, and other items and the Facility, Facility Site and Project free from all mechanic's liens and other liens. If any lien or claim of lien is filed upon or against the Facility, Facility Site and/or Project by a Lower Tier Subcontractor, Subcontractor shall promptly furnish to Contractor (or appropriate governmental authority) a bond or other collateral necessary to discharge such lien or claim of lien and shall indemnify, defend and hold harmless the Indemnified Parties against and from any and all Damages arising from or in connection with any such lien, claim of lien and/or claim for payment, as applicable, and subject to Applicable Law.

A.24 INTELLECTUAL PROPERTY PROTECTION

24.1 Consistent with Contractor's obligation to Owner in the Prime Contract under FAR 52.227-3 and/or Far 52.227-4, as applicable, Subcontractor shall indemnify the Indemnified Parties from and against any and all Damages which the Indemnified Parties may suffer or pay by reason of any claims or suits arising out of claims of infringement of any patent rights.

A.25 CONFIDENTIALITY OF INFORMATION

25.1 To the extent that the work under this Subcontract requires that the Subcontractor and Contractor ("Parties") be given access to confidential or proprietary business, technical or financial information belonging to the Government, Contractor, Subcontractor, or other companies, the Parties shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the owner of the information. The foregoing obligations, however, shall not apply to:

- (a) Information which, at the time of receipt, is in public domain;
- (b) Information which is published after receipt thereof or otherwise becomes part of the public domain through no

- (c) fault of the Subcontractor;
Information which the receiving Party can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
- (d) Information which the receiving Party can demonstrate was received by it from a third party who did not require the receiving Party to hold it in confidence.
- 25.2 If so requested, each Party shall obtain the written agreement, in a form satisfactory to the other, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the organization directly concerned with the performance of the Subcontract.
- 25.3 Each Party agrees that upon request by DOE or the other Party, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or the other Party such an agreement shall also be signed by the receiving Party's personnel.
- 25.4 This Article shall flow down to all lower tier subcontracts
- A.26 CLASSIFICATION/DECLASSIFICATION
- 26.1 Subcontractor shall comply with DEAR 952.204-70.
- A.27 APPLICABLE LAW
- 27.1 Subcontractor, all Lower Tier Subcontractors, and all Work provided hereunder shall comply with all laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court or governmental agency or authority, and rules, regulations, codes, orders, interpretations of any federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Project or any activity conducted at or in connection with the Project ("Applicable Law").
- 27.2 Subcontractor shall indemnify Owner, Contractor, and their respective directors, officers, employees, parents and subsidiaries of any tier, representatives, agents, successors and assigns, and any and all representatives, agents, directors, officers, employees of any of the foregoing, (the "Indemnified Parties"), against and from any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action, including without limitation administrative and legal costs, reasonable attorney's fees (collectively, "Damages"), to the extent arising from or based on any actual violation of Applicable Law by Subcontractor or any of its Lower Tier Subcontractors or vendors, subject to Applicable Law.
- 27.3 Subcontractor shall not under any circumstance apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution, laws or regulations relating to the Subcontractor the performance thereof, without Contractor's prior written approval.
- A.28 FACILITY SITE
- 28.1 Prior to moving any equipment or personnel to the Facility Site, Subcontractor shall review and become familiar with Facility Site programs and procedures and Subcontractor and its Lower Tier Subcontractors shall fully and strictly comply with same.
- 28.2 Any temporary construction buildings and sanitary facilities provided by Subcontractor shall conform to Facility Site and permit requirements.
- 28.3 Subcontractor shall perform site clean-up regularly (including on a daily basis if necessary or directed by Contractor) in order to keep that area of the Facility Site on which it performs any Work hereunder clean and free from accumulation of petroleum, waste materials (including, without limitation, any waste Hazardous Materials that were brought to or disturbed or released upon or near the Facility Site by Subcontractor or its Lower Tier Subcontractors or were created or disturbed or released as a result of, or in connection with, the performance by Subcontractor or any of its Lower Tier Subcontractors of the Work), rubbish and other debris resulting from the performance of the Work.
- 28.4 Subcontractor shall not permit visitors, cameras, or picture or video taking on the Facility Site or Work without the prior, written approval of Contractor.
- A.29 PERMITS AND LICENSES
- 29.1 Unless obtained by Owner or Contractor, Subcontractor shall obtain and pay for any permits, licenses, or royalties which may be required for the performance of the Work and shall furnish evidence thereof to Contractor. Furthermore, whenever reports to municipal authorities are required from Owner or Contractor under penalty to report, or to report within a specific time, Subcontractor shall be held liable for any costs or penalties to which Owner or Contractor may be subjected as a result of Subcontractor's failure to give proper evidence of a license or permit within any time limit specified.
- A.30 TAXES
- 30.1 Subcontractor agrees to pay all taxes, fees and contributions on or measured by the income, gross receipts or assets of Subcontractor and all taxes, fees and contributions on or measured by employees or other labor costs of Subcontractor, including without limitation all payroll or employment compensation tax, social security tax or similar taxes for Subcontractor's employees. Subcontractor further agrees to pay all sales and use taxes, and all import, export and other customs duties, charges, levies and fees imposed or incurred in connection with the shipping and delivery of any equipment, materials, supplies or other items required for the Work to the Facility Site. In the event that Contractor should pay or be required to pay any of the foregoing items or any portion thereof, Subcontractor shall reimburse Contractor therefore in full within five (5) days of receipt of written demand from Contractor for any such reimbursement. The New Mexico gross receipts tax exemption certificates provided by N3B are applicable to Subcontractor and its respective joint venturers and do not apply to Lower Tier Subcontractors. As such, any New Mexico gross receipts tax paid by Lower Tier Subcontractors shall be deemed a reimbursable cost from the Contractor to the Subcontractor.
- A.31 GENERAL INDEMNITY
- 31.1 Subcontractor shall indemnify, hold harmless and defend ("Indemnify" and "Indemnification") Contractor and its directors officers, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against all claims demands, actions, suits, damages, liabilities, losses settlements, judgments, costs and expenses, (including fines and penalties levied against Contractor) (collectively, "Claims" and each a "Claim"), whether or not involving a third party claim, to the extent directly arising out of or directly related to (1) any breach of any representation or any other breach of this Subcontract, and (2) Subcontractor's willful malicious or negligent acts or

- omissions or any breach of any other provisions or obligations or duty of Subcontractor under this Subcontract or under applicable law.
- 31.2 In no event shall Owner, Contractor, Subcontractor or any of their respective parents, affiliates, subsidiaries, representatives or any directors, officers, or employees of any of the foregoing be liable to each other, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, multiple or punitive damages or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated or otherwise, and each of the foregoing hereby releases each other and each of their respective parents, affiliates, subsidiaries, representatives or any directors, officers and employees from any such liability.
- A.32 ASSIGNMENT**
- 32.1 Subcontractor agrees that it shall have no right, power or authority to assign or delegate any of its rights or obligations under the Subcontract, either voluntarily or involuntarily, or by operation of law, without prior written consent of Contractor and that any such unauthorized assignment or delegation shall be null and void and of no effect.
- A.33 NO WAIVER OF BREACH**
- 33.1 Any failure by Contractor at any time, or from time to time, to enforce or require the strict compliance with and performance by Subcontractor of any of the terms or conditions of the Subcontract shall not constitute a waiver by Contractor or a breach of any such terms or conditions or any other breaches, or the right of the Contractor to avail itself of the remedies it may have for any such breach.
- A.34 PUBLICITY**
- 34.1 Subcontractor shall not disclose the specific nature of its work on the Project or engage in any other publicity or public media disclosures with respect to the Project without the prior written consent of the Contractor.
- 34.2 Subcontractor will cooperate with the Contractor in releasing unclassified information to the public as required by the Contractor and/or the Government.
- A.35 SEVERABILITY AND SURVIVAL**
- 35.1 The provisions of the Subcontract are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision of the Subcontract, and the remainder of the Subcontract shall remain in full force and effect. In the event that any provision of the Subcontract is held to be unenforceable or invalid by any court of competent jurisdiction, Contractor and Subcontractor shall in good faith negotiate an equitable adjustment in the provisions of the Subcontract to preserve its purpose and maintain the allocation of risk, liabilities and obligations originally agreed upon, to the maximum extent then possible under Applicable Law.
- 35.2 Notwithstanding anything to the contrary in the Subcontract, the provisions of the Subcontract setting forth (i) Subcontractor's obligations with respect to confidentiality, indemnification, (ii) limitations on Subcontractor's liability; and (iii) any obligation which expressly or by implication survives termination of the Subcontract, shall survive completion of the Work or the earlier termination under A. 70, Termination.
- A.36 SUCCESSORS AND ASSIGNS**
- 36.1 The Subcontract shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, executors, administrators and authorized assigns.
- A.37 RESERVED**
- A.38 CONTRACTOR INFORMATION**
- 38.1 No information, including but not limited to, estimated quantities, bills of materials, lists, weights or quantities of materials or structures which have been or may be furnished to Subcontractor under the Subcontract are warranted or guaranteed as to accuracy, completeness or otherwise. They may or may not be accurate in any or all particulars, and they shall not be considered as finally correct, sufficiently complete or accurately covering any portion or all of the Work to be done under the Subcontract.
- 38.2 If the Subcontract is modified to include any work priced at unit prices, although the actual amount of Work completed under unit price items, if any, may differ from estimated quantities, the basis of payment for such Work shall be the actual amount of Work completed in each case, unless otherwise agreed in writing. Subcontractor agrees that it will make no claim for loss of anticipated profits or for any other damages because no work is ordered under certain items or because of the quantities of Work actually completed are less than any estimates of quantity that have been or may be furnished to Subcontractor.
- A.39 CONTRACTOR FURNISHED MATERIALS**
- 39.1 The delivery and acceptance of all accountable property shall be recorded in writing, and Subcontractor shall evidence receipt and acceptance of such items by signing forms satisfactory to Contractor.
- 39.2 Subcontractor shall carefully note any visible shortage or damage to Contractor furnished accountable property prior to Subcontractor's acceptance of delivery thereof. Subcontractor shall promptly notify Contractor if any items supplied to Subcontractor are surplus.
- A.40 RESERVE**
- A.41 FORCE MAJEURE**
- 41.1 Any delay in or failure of performance by either Party hereunder shall be excused if and to the extent caused by a "Force Majeure Event". Force Majeure Events are defined as an act of God, act of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, explosions, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, and change in law, provided that such event is beyond the control of and without fault on the part of the Subcontractor and the effects of which could not be prevented or avoided by the exercise of due care or foresight.
- 41.2 In the event Subcontractor, by reason of a Force Majeure Event, is rendered unable to perform any of its obligations or comply with any conditions under the Subcontract, Subcontractor shall give written notice to Contractor no later than five (5) days after the occurrence of such Force Majeure Event, with a description of the particulars of the Force Majeure Event, including the estimated duration of said Force Majeure Event or the effect thereof and the probable impact on Subcontractor's performance under the Subcontract. This description shall demonstrate that the

delay was, in fact, caused by a recognized excuse listed in Article 41.1, which personnel were affected by the delay, and what reasonable efforts were made during those delay-related absences to continue operations. The effects of said Force Majeure Event shall, so far as possible, be remedied by Subcontractor with all reasonable dispatch, and Subcontractor shall use its best efforts to eliminate and mitigate the consequences thereof. The time for Subcontractor's performance may be extended for a period equal to the time such performance is delayed by said Force Majeure Event, but such relief shall be conditioned upon Subcontractor's initial and continued satisfaction of the notice, reporting, remedy and mitigation, and other requirements of this Article 41.2 in relation to said Force Majeure Event. Upon request of the Subcontractor, the Contractor shall ascertain the facts and extent of the delay or failure to perform. If any delay or failure to perform results from a force majeure event, the schedule shall be revised.

A.42 DISPUTES

- 42.1 The Parties shall attempt to resolve any claim or controversy arising from or related to this Subcontract through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the Parties agree to consider methods of Alternative Dispute Resolution, including, without limitation, arbitration.
- 42.2 If the Parties cannot resolve a dispute through means set out herein, either Party may initiate litigation in a court of competent jurisdiction located in the State of New Mexico.

A.43 FLOWDOWNS TO SUBCONTRACTOR AND LOWER TIERS

- 43.1 Notwithstanding any express flowdown prescriptions otherwise found in the Subcontract, Subcontractor is responsible for including all necessary clauses, including those in Exhibit L, Prime Contract Flowdowns, in its Lower Tier subcontracts to ensure compliance with the terms and conditions of the Subcontract.

A.44 RESERVED

A.45 GOVERNING LAW AND VENUE

- 45.1 In accordance with Article 7 of the Subcontract Agreement, the Subcontract, shall be governed by and construed in accordance with the laws of the State of New Mexico excluding any provisions or principals thereof which would require the application of the laws of a different jurisdiction.

A.46 HEADINGS

- 46.1 The headings herein have been inserted for convenience of reference only and shall not in any manner affect the construction, meaning or effect of anything herein contained nor govern the rights and liabilities of the Parties.

A.47 RESERVED

A.48 RESERVED

A.49 RESERVED

A.50 INDEPENDENT CONTRACTOR

- 50.1 Subcontractor is an independent contractor, and neither an employee, agent, nor representative of the Contractor or the Owner, and shall maintain complete control of, and

responsibility for, its Lower Tier Subcontractors, employees, agents, means, methods, and operations.

A.51 SUBCONTRACTOR'S DRAWINGS, SPECIFICATIONS, AND CALCULATIONS

- 51.1 Drawings, specifications, and calculations submitted by Subcontractor to the Contractor with a request for review, may be reviewed and commented upon by the Contractor. Such review and comment shall relate only to general conformance with the specifications and for confirmation of physical interface of items shown with related systems. In no event will such review and comment relieve Subcontractor of the responsibility of compliance with all requirements of the Subcontract.
- 51.2 Subcontractor shall furnish all submittals and other documentation when and as required by the Subcontract. All materials specifically prepared or developed by Subcontractor or any of its Lower Tier Subcontractors to perform Subcontractor's obligations under the Subcontract shall become the property of Contractor upon payment for or termination of Subcontractor's Work, whether delivered to Contractor or not, and shall be delivered to Contractor on written request.

A.52 EMPLOYEE CONCERNS PROGRAM

- 52.1 Subcontractor shall advise its employees that they have the right and responsibility to report concerns relating to the environment, safety, and health, or management of DOE-related activities; and to cooperate with assessments used to verify that they have acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern. No retaliation or reprisal shall occur for any employee who has identified employee concerns to their management or Contractor. Subcontractor shall flow this requirement down to all lower-tier subcontractors/suppliers.

A.53 ONSITE EQUIPMENT USE REQUIREMENTS

- 53.1 All equipment (vehicles, machinery, and/or hand tools) used by the subcontractor to perform work at the project site must be in good working condition and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. Equipment provided by the contractor not meeting these requirements must be brought to the attention of contractor. Contractor reserves the right, in its sole discretion, to inspect subcontractor's equipment prior to use. Equipment not meeting the above standards shall be promptly repaired or removed from the premises and replaced with compliant items at no cost to contractor. Inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve subcontractor of any responsibility or liability under this article or for performing the work in a safe manner.

A.54 SUSPECT/COUNTERFEIT PARTS IDENTIFICATION

- 54.1 Subcontractor shall supply products that are not and do not contain suspect/counterfeit parts. Subcontractor shall establish a Suspect/Counterfeit Parts Identification Program that provides identification, notification, and disposition of suspect/counterfeit parts.
- 54.2 Subcontractor shall ensure that procurement documents executed in the acquisition of products under this subcontract include these Suspect/Counterfeit Parts Identification Program requirements and exclude identified

suspect/counterfeit parts from the procurement process and subsequent installation.

- 54.3 A defective part is any part that has recognized, common manufacturing flaw. A suspect/counterfeit part is any item whose characteristic or identity does not appear to be authentic and is verified to be either counterfeit or fraudulent; or is refurbished, remanufactured, or has material substitutions as determined by the definitions below. Subcontractor's identification program shall monitor these characteristics particularly at receipt inspection and at time of installation
- (a) **counterfeit** – forgery, or an imitation with the intent to deceive
 - (b) **fraudulent** – deliberate intent to misrepresent the actual characteristics of an item
 - (c) **material substitution** – occurs when a change to specified material of an item is made (failure by the supplier to document the material substitution is considered to be fraud, and the item then becomes suspect/counterfeit)
 - (d) **refurbished** - item that is taken part, cleaned, adjusted, inspected, or cosmetically enhanced (failure by the supplier to identify that the part is refurbished is considered to be fraud, and the item then becomes suspect/counterfeit)
 - (e) **remanufactured** – item that is refurbished, physically modified, or where its subcomponents were replaced (failure by the supplier to identify that the part is remanufactured is considered to be fraud, and the item then becomes suspect/counterfeit).
- 54.4 Notification. Immediately upon determination that a part is or may be suspect/defective/counterfeit, notify the Contractor for disposition. If it is determined that a suspect/defective/counterfeit part has been supplied, Contractor will then notify the local Department of Energy Office of Inspector General.
- A.55 RESERVED
- A.56 RESERVED
- A.57 SOFTWARE MADE AVAILABLE FOR SUBCONTRACTOR'S USE
- 57.1 The Contractor, from time to time, may make certain software acquired under license available to the Subcontractor for its use in the performance of this subcontract.
- 57.2 The Subcontractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- 57.3 The Subcontractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Subcontractor.
- 57.4 The Subcontractor is not authorized to violate any software licensing agreement, or to cause the Contractor or the Government to violate any licensing agreement. If, at any time during the performance of this subcontract, the Subcontractor has reason to believe that its utilization of Government-furnished software may involve or result in a violation of DOE's licensing agreement, the Subcontractor shall promptly notify the Contractor, in writing, of the pertinent facts and circumstances. Pending direction from the Contractor, the Subcontractor shall continue to perform to the full extent possible without utilizing the software in question.

A.58 COMPLIANCE WITH ORDERS, AGREEMENTS, AND REGULATORY AUTHORITIES

The Subcontractor shall comply with any current or future orders and agreements with regulatory authorities and the New Mexico Environmental Department (NMED), provided, however, that Subcontractor shall have the right to seek an Equitable adjustment if any future requirements cause a change to the terms of the Subcontract.

A.59 COMPLIANCE WITH INTERNET PROTOCOLS IN ACQUIRING INFORMATION TECHNOLOGY

All proposed acquisitions of IT shall be submitted to the Contractor's Chief Information Officer for review and approval prior to acquisition.

A.60 RESERVED

A.61 NO THIRD PARTY BENEFICIARIES

This Subcontract is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor or Subcontractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

A.62 RESERVED

A.63 RESERVED

A.64 PRICE-ANDERSON AMENDMENTS ACT

64.1 The Department of Energy has promulgated Nuclear Safety Rules in implementation of the Price-Anderson Amendments Act (PAAA) of 1988, Public Law 100-408, August 20, 1988. These rules govern the conduct of persons involved in DOE nuclear activities, and, in particular, are designed to achieve compliance with DOE nuclear safety requirements. Violation of the applicable rules may provide a basis for the assessment of civil and criminal penalties under the PAAA. Nuclear Safety Rules subject to enforcement under PAAA are 10 CFR 820, "Procedural Rules for DOE Nuclear Activities", 10 CFR 830, "Nuclear Safety Management Subpart A.

64.2 This Order is subject to the requirements of the above rules if the performance of work involves conducting activities (including providing items and services), that affects, or may affect, the safety of DOE nuclear facilities.

64.3 Subcontractor shall comply in all respects with Contractor's program for noncompliance identification, tracking, and corrective actions system established under the terms of its Prime Contract.

A.65 RESERVED

A.66 RESERVED

A.67 FIRST AID FACILITIES

67.1 If performance of work is at the site, Subcontractor must arrange for its own first-aid treatment. However, where Contractor has first-aid facilities at the jobsite, they will be made available for treatment of employees of Subcontractor for life threatening injuries while engaged in the performance of the work under this subcontract.

67.2 If first-aid facilities and/or services are used by subcontractor employees then, in consideration for the use of such facilities and the receipt of such services, subcontractor hereby agrees:

- (a) To release, defend, indemnify and hold harmless contractor and government and their authorized representatives, successors, assignees, and all of their officers and employees from and against any and all claims, demands, liabilities, including attorney's fees, arising from the receipt of such services or the use of such facilities by subcontractor employees, except for claims and demands arising out of the sole active negligence of contractor or any of their representatives.
- (b) Upon receipt of any notice from contractor of any such claim, demand or liability being pursued against contractor, to not only undertake the defense of such claim, demand, or liability, but also upon entry of judgment, to make any and all payments necessary hereunder, and
- (c) That in the event any of subcontract's employees require off-site medical services, including transportation thereto, Subcontractor shall promptly pay for such services directly to the providers thereof.

A.68 RESERVED

A.69 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- 69.1 This Subcontract incorporates certain FAR and DEAR Clauses identified below by reference, with the same force and effect as if they were given in full text. FAR and DEAR clauses may be accessed electronically at <http://farsite.hill.af.mil/> Upon request, N3B will make their full text available. The clauses included in this Section A of this General Condition A.69 are applicable regardless of the dollar amount of this order. The applicability of clauses in Sections B through L of this document are determined in accordance with the dollar thresholds set forth in each section. For purposes of applying these clauses, the following interpretations shall be followed:
- 69.2 "Contract" means this Subcontract and includes changes and modifications to this Subcontract.
- 69.3 "Contractor" means Subcontractor.
- 69.4 "Government" means Contractor, except that the term "Government" or its authorized representatives shall retain its original meaning where (1) the provision pertains to, addresses or governs rights and obligations in property (real, personal or intellectual), (2) a right, act, authorization or obligation can be granted or performed only by the Government (e.g., under the Nuclear Hazards Indemnity Agreement provision), (3) the intent of the provision is to provide benefit or protection to the Government, or (4) when access to the Subcontractor's proprietary financial or other data is required.
- 69.5 "Contracting Officer" means the Subcontract Administrator.
- 69.6 "Lower-Tier Subcontractor" means any party entering into an agreement with the Subcontractor or any lower-tier Subcontractor for the furnishing of supplies or services required for performance of this Subcontract.

A.70 APPLICABLE TO TIME AND MATERIALS SUBCONTRACTS:

FAR 52.249-6 (Alt IV). Termination (Cost Reimbursement) May 2004

A.71 APPLICABLE TO FIXED PRICE SUBCONTRACTS EXCEPT COMMERCIAL ITEMS:

71.1 Termination for convenience of the government (Fixed-Price) (April 2012)

FAR 52.249-2

71.2 Default (Fixed-Price Supply and service) (April 1984)

FAR 52.249-9

A.72 APPLICABLE TO COMMERCIAL ITEMS:

72.1 Changes

Changes in the terms and conditions of this subcontract may be made only by written agreement of the parties.

72.2 Termination for the Contractor's Convenience

The Contractor reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and lower tier subcontractors to cease work. Subject to the terms of this contract, the Subcontractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of the Contractor using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Contractor any right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

72.3 Termination for cause

The Contractor may terminate this subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide the Contractor, upon request, with adequate assurances of future performance. In the event of termination for cause, the Contractor shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to the Contractor for any and all rights and remedies provided by law. If it is determined that the Contractor improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

EXHIBIT B
SPECIAL CONDITIONS

FOR PURPOSES OF THIS SECTION THE TERM GOVERNMENT OR DOE SHALL MEAN NEWPORT NEWS NUCLEAR BWXT-LOS ALAMOS, LLC (N3B), AND THE TERM “CONTRACTOR” SHALL MEAN SUBCONTRACTOR FOR ALL DOE-H CLAUSES.

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B.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered

B.2 LABOR STANDARDS

- (a) N3B will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. The Subcontractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable lower tier subcontracts.
- (b) The Subcontractor shall comply, and shall be responsible for compliance by any lower tier subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by N3B. When performing work subject to the Wage Rate Requirements (Construction), Subcontractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Subcontractor and its lower tier subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees Working on Federal or Federally Assisted Construction Projects* and/or WH-1313, *Notice to Employees Working on Government Contracts*.
- (c) In addition to any other requirements in the Subcontract, Subcontractor shall as soon as possible notify the N3B Subcontract Administrator of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from subcontractor or lower tier subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4,6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Subcontract or a lower tier subcontract. The Subcontractor shall furnish such additional information as may be required from time to time by the N3B Subcontract Administrator.
- (d) The Subcontractor shall prepare and submit, to the N3B Subcontract Administrator, weekly certified payroll for all Wage Rate Requirements (Construction) covered employees.

B.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor's performance under this Subcontract shall comply with the requirements of U.S. Department of Labor Wage Determination(s) incorporated as an Exhibit into this Subcontract.

B.3.5 SERVICE CONTRACT REPORTING REQUIREMENTS

In accordance with FAR 52.204-14, the Subcontractor is required to report on all cost-reimbursement, time-and-materials, and labor-hour service subcontracts and orders with an estimated total value above the simplified acquisition threshold. Reporting is also required for all fixed-price service contracts awarded and orders issued with an estimated total value of \$500,000 or greater. The subject reports are required for this subcontract, but not for lower tier subcontracts.

The Subcontractor shall submit a report, in accordance with the first paragraph of item (c) of this clause, to the N3B Subcontract Administrator, by October 5 of each year of the subcontract period of performance, containing the following information:

- (1) Subcontract number (including subcontractor name and unique entity identifier); and
- (2) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

The Subcontractor is hereby advised that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

B.4 DOE-H-2006 DEFENSE NUCLEAR FACILITY SAFETY BOARD (OCT 2014)

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on the Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

B.5 DOE-H-2012 SUSTAINABLE ACQUISITIONS UNDER DOE CONSTRUCTION CONTRACTS (OCT 2014)

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its

facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Recycled Content Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- Energy efficient products are at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing products are at <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the sustainable, environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I of this contract require the use of products that have biobased content, are energy efficient, or have recycled content.

In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the contracting officer for resolution.

B.6DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (OCT 2014)

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I Clause entitled DEAR 970.5227-1 Rights in Data-Facilities. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

B.7 DOE-H-2020 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price- Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

B.8 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

- (b) **Work Stoppage.** In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) **Shutdown.** In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."
- (d) **Facility Representatives.** DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

B.9DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit

any act which will interfere with the performance of work by any other contractor or by a Government employee.

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to EM-LA; and, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor is not authorized to direct and/or to provide oversight to any other EM-LA contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors, and DOE retains oversight and approval authority for all EM-LA contracts.

The Contractor shall immediately notify the CO in writing if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with any DOE contractor in performance of the Contractor's activities in support of DOE or another DOE contractor.

B.10 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

The work under this contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the contract.

All contract activities including groundwater monitoring and investigations, aggregate area investigations and cleanups, material disposal area investigations and evaluations, contact-handled transuranic waste processing, and programmatic type support can be performed without specific NEPA impacts. However, during this period should sufficient progress be made in the areas of specific capital project development and potential groundwater remedy projects or activities, some activities may require support for NEPA activities before additional progress can be made.

B.11 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

- (a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and

protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

- (1) Alternative Fueled Vehicles and Alternative Fuels;
- (2) Biobased Content Products (USDA Designated Products);
- (3) Energy Efficient Products;
- (4) Non-Ozone Depleting Alternative Products;
- (5) Recycled Content Products (EPA Designated Products); and
- (6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

B.12 MATERIAL SAFETY DATA SHEET AVAILABILITY (APPLICABLE TO SUBCONTRACTS INVOLVING HAZARDOUS MATERIAL OR MIXTURES THEROF)

The Subcontractor shall implement the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data. In implementing the clause, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

B.13 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION

All communications or releases of information to the public, the media, or Members of Congress prepared by the Subcontractor related to work performed under the subcontract shall be reviewed and approved by N3B prior to issuance. Therefore, the Subcontractor shall, at least 10 calendar days prior to the planned issue date, submit a

draft copy to the Subcontract Administrator of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this subcontract. The Subcontract Administrator will obtain necessary reviews and clearances and provide the Subcontractor with the results of such reviews prior to the planned issue date.

B.14 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporate into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

B.15 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

B.16 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

B.17 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

B.18 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE II (OCT 2014) (REVISED) WITH THE FOLLOWING ALTERATION PERTAINING TO CYBERSECURITY (Section h).

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software

- or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
 - (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
 - (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
 - (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
 - (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
 - (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract Section J, Attachment J-1, Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B).
 - (h) The Contractor shall comply with N3B Cybersecurity Requirements for N3B Subcontractors (Doc. No. N3B-POL-IT-0077).

B.19 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014) (NOT APPLICABLE TO SUBCONTRACTS FOR COMMERCIAL ITEMS OR SERVICES)

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
 - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 - (2) Not impede or hinder another employee's cooperation with the OIG; and
 - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

**B.20 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM –
ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**B.21 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL
ASSIGNMENTS (OCT 2014) (Revised)**

- (a) Definition.

For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than their

permanent duty station for a period expected to exceed 30 consecutive calendar days.

- (b) The Contractor's personnel shall be physically located at or near the Los Alamos National Laboratory to perform the requirements of the Contract in accordance with Section F.2, DOE-F-2002, PLACE OF PERFORMANCE – SERVICES (OCT 2014).
- (c) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
 - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
 - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).
 - (4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.
 - (5) The Government will not reimburse costs associated with salary premiums that exceed 10%.
 - (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

B.22 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

- (a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245-1, Government Property and FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the contract.
 - (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
 - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
 - (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (c) The Contractor shall -
 - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by subcontractor employees.

B.23 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

B.24 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

B.25 EMERGENCY CLAUSE

- (a) The U.S. Department of Energy (DOE) Office of Environmental Management Site Manager or designee shall have sole discretion to determine when an emergency situation exists at the Los Alamos EM site. In the event that either the DOE EM-LA

Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

- (b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the EM-LA work.

B.26 SECURITY QUALIFICATIONS

- (a) The Contractor may be required to perform work in designated security areas or work with documents or information which may require an access authorization (clearance). Additionally, the scope of their work may require enrollment into the Human Reliability Program (HRP). The Contractor shall ensure that all personnel assigned under this Contract and working with classified information, matter, and/or materials possess a DOE "Q" or "L" access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.
- (b) Individuals that do not require a "Q" or "L" clearance will possess either a Local Site Specific Only (LSSO) badge or/and HSPD-12 badge. HSPD-12 badges are to be issued to contractor personnel who are expected to be employed for more than six months. The Contractor shall not propose non U.S. citizens for positions requiring security clearances. (Clearance-Access authorizations are granted by the DOE pursuant to 10 CFR Part 710.) Security Badges must be worn properly at all times while working at any of the DOE and NNSA facilities.
- (c) Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. Uncleared personnel requiring access to security areas where security clearances are needed for unescorted access shall be escorted in these areas by approved escorts. The Contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR or Contract Technical Monitor (CTM) will approve contractor personnel for escort privileges and provide escort training.
- (d) The Contractor shall conduct pre-employment screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the DCOR that this pre-employment investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees that do not have a "Q" or L clearance.
- (e) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for employees or prospective employees on the contract.

- (f) The Contractor shall turn in badges for employees: (1) who are no longer working on the Contract; (2) who no longer require access; (3) when their badge expires; or (4) when the Contract expires or is terminated. Badges shall be returned to the individual handling security terminations. Notification of employment terminations supporting this Contract will be made in writing to the CO and COR/CTM.
- (g) In addition to the possible requirement of holding an access authorization, individuals, may require enrollment in the Human Reliability Program (HRP). Such individuals must be willing to comply with all regulatory requirements to be granted access into the HRP and to qualify for continued enrollment in the HRP.

B.27 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY (APPLICABLE TO SUBCONTRACTS CONTAINING EXHIBIT H)

The Contractor shall work to the N3B Quality Assurance Program, procedures and associated requirements without exception, as specified in Exhibit H.

B.28 ENVIRONMENTAL RESPONSIBILITY

- (a) General. The Contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable federal, state and local laws and regulations, permits, interagency agreements such as consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and federal and state regulatory agencies.
- (b) Environmental Permits. This paragraph addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.
 - (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this contract. Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.
 - (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in

the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement.

- (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter time frame. As soon as the Contractor is aware of any such special circumstance, the Contractor will provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the Contracting Officer.
- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Site contractor environmental permits when such applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. The Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph B.
- (e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

B.29 INFORMATION

- (a) Release of Information.
The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the Los Alamos.
- (b) Unclassified Controlled Nuclear Information (UCNI).
Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.
- (c) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (d) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports

itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

- (e) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (f) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

**B.30 ENVIRONMENTAL OBJECTIVES AND REQUIREMENTS
(APPLICABLE TO NON-COMMERCIAL SUBCONTRACTS OVER \$500,000
PERFORMED ON-SITE. NOT APPLICABLE TO SUBCONTRACTS FOR
STAFF AUGMENTATION)**

In support of Executive Order 13693, *Planning for Federal Sustainability in the Next Decade*; Executive Order 13653, *Preparing the United States for the Impacts of Climate Change*; and other applicable statutes, regulations and Executive Orders, and in recognition that harm to the environment, including from greenhouse gas (GHG) pollution and electronic equipment manufacturing and disposal, has quantifiable costs and negative impacts on the economy and federal agency operations, it is N3B's intent to encourage subcontractors to adopt corporate sustainable practices.

The Subcontractor shall submit a copy of its corporate sustainable practices including specific practices for reducing GHG to the Subcontract Administrator and shall post that information on the entity's website. If the Subcontractor is a Joint Venture or Limited Liability Company, the majority entity will provide the corporate sustainable practices.

B.31 OPTIONS

The Contractor may extend the term of this Subcontract by written notice to the Subcontractor within 15 days; provided that the Contractor gives the Subcontractor a preliminary written notice of its intent to extend at least 15 days before the Subcontract expires. The preliminary notice does not commit the Contractor to an extension.

If the Contractor exercises this option, the extended Subcontract shall be considered to include this option clause.

B.32 LEGAL MANAGEMENT

Subcontractor acknowledges that its allowable legal costs will be reimbursed by Contractor, and that Contractor will seek reimbursement of such costs under its Prime Contract with the government. Therefore, Subcontractor's legal costs are subject to FAR 31.205-47, and the conditions stated herein, and any other guidance or conditions which the government may impose on the reimbursability of legal costs. Subcontractor agrees to cooperate with Contractor in complying with these requirements with the goal of reimbursing legal costs to the maximum extent practicable.

The Subcontractor shall be familiar with the 10 CFR 719, Contractor Legal Management Requirements (Regulation) requirements that apply to Contractor. In particular, Subcontractor shall, in accordance with 10 CFR 719.45, develop and submit for Contractor concurrence a plan to manage significant matters, as that term is defined in the Regulation. To the extent that Subcontractor engages in significant litigation, as that term is defined in the Regulation.

B.33 SUBCONTRACTOR AND LOWER-TIER TRAINING:

Unless otherwise instructed, Subcontractor shall complete the following training for any on-site activity prior to the start of work:

- N3B Course No.CW-2020-5791 – N3B Vehicle Safety Awareness

CH-TRU specific training:

To evidence completion of a course, when instructed to do so, complete

- N3B-Form-6265 – Required Reading Acknowledgement Form.

Training documents and forms can be found here: <https://n3b-la.com/procurement/#forms>

The N3B STR will verify that the above and any other required training has been completed by the Subcontractor and their Lower-Tier Subcontractors prior to start of work. Depending on the scope of work performed, additional training may be required and specified in the subcontract. Subcontractor shall inquire to the assigned N3B STR (or N3B Project Manager if STR is not assigned) for any questions or clarifications with regard to the above or other training requirements.

OFFEROR'S PROPOSAL LETTER

In response to the Solicitation, also known as request for proposal (RFP), referenced below, and in accordance with the accompanying solicitation provisions, any addenda thereto and the terms and conditions of the proposed subcontract, the Offeror identified below (hereinafter referred to as OFFEROR) proposes to furnish all plant, labor, technical and professional services, supervision, materials and equipment (other than materials and equipment specified as furnished by others) and perform all operations necessary and required to complete the Work specified in the proposed subcontract. OFFEROR's Proposal is enclosed with this letter.

OFFEROR agrees that its Proposal constitutes a firm offer to Newport News Nuclear BWXT-Los Alamos, LLC (N3B) which, if not withdrawn prior to the date of award, cannot be withdrawn after the proposal due date for the period of time specified in the solicitation provisions.

OFFEROR certifies that

- it has examined and is fully familiar with all of the solicitation provisions and any addenda thereto;
- it has examined and is fully familiar with all of the terms and conditions of the proposed subcontract;
- it has carefully checked all of the words and figures shown in its proposed price(s);
- it has carefully reviewed the accuracy of all statements in its Proposal and attachments thereto; and
- it has, by careful examination of the solicitation provisions and any addenda thereto, satisfied itself as to the nature and location of all work required by the proposed subcontract and all other matters which can in any way affect the work or the cost thereof.

OFFEROR agrees that N3B shall not be responsible for any errors or omissions on the part of OFFEROR in preparing its Proposal.

If awarded a subcontract, OFFEROR agrees to execute the subcontract and deliver it to N3B's Procurement Specialist within five (5) business days after subcontract award, together with all required submittals.

**THIS FORM MUST BE FULLY EXECUTED
AND
RETURNED TO N3B WITH YOUR PROPOSAL**

The undersigned personally asserts that he or she is authorized to execute this Agreement on behalf of the OFFEROR.

Solicitation / RFP Number: _____

OFFEROR acknowledges receipt, understanding and full consideration of the following Amendments to the Solicitation: _____

Date of Proposal: _____

OFFEROR: _____
(Name of legal entity submitting a proposal)

By: _____ (Signature)

_____ (Printed name)

_____ (Title)

State of incorporation: _____ (If Offeror is a corporation)

State of organization: _____ (If Offeror is an LLC or JV)

Business address: _____

Dun and Bradstreet No.: _____

EXHIBIT C FORM D

PROJECT ORGANIZATION AND WORK PLAN

Offeror shall attach a detailed narrative, not to exceed 15 pages, describing its execution plan for fully implementing, effectively planning and staffing the work described in Exhibit D and Management Plan as follows:

This plan shall address the following elements:

Item 1. Offerors Response should be organized in the same order as listed in this form.

Item 2. Include a brief description of the firm's size as well as the organizational structure.

Item 3. Discuss how to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation.

Item 4. Existing models demonstrating the linkage between personnel accountability, project culture and project performance, particularly relative to safety performance.

Item 5. Demonstrate understanding of the project requirements, potential problem areas, project approach, and work plan.

Item 6. Presentation of a well-conceived work plan, establish an understanding of N3B's objectives and work requirements. Demonstrate the ability to satisfy those objectives and requirements.

Item 7. The work plan must also include a timetable for completing all work specified in the Statement of Work.

Item 8. Offeror shall demonstrate their experience in organizational change work, contract, sharing examples of successful efforts within similar organizations.

NOTE: Responses to Exhibit C, Project Organization and Work Plan will be used for Evaluating Technical Acceptability. Offeror shall not provide pricing data information with this Form.

THIS FORM IS PRIMARILY FOR BID EVALUATION HOWEVER IS NOT PRECLUDED FROM BECOMING PART OF A RESULTANT SUBCONTRACT.

EXHIBIT C Form E RFP-0001286
LIST OF KEY PERSONNEL & ASSOCIATED RESUMES

Identify the proposed key personnel and provide detailed information on their roles and responsibilities, and qualifications to implement and manage the contract requirements.

Offeror must list all proposed key personnel here:

1. Project Manager
2. Others

Offeror must provide a resume and summary of qualifications for Key Personnel to be assigned to the Subcontract, containing at least the following information [attach and properly designate each page]:

- a. Name:
- b. Education/Qualifications:
- c. Present Position in Offeror's Company:
- d. Relevant Experience:
- e. Employment History:

Resumes are required for the following positions:

1. Project Manager
2. Others

Key personnel must meet minimum requirements listed here and in RFP-0001286. The key personnel listed below are an essential and material consideration for this subcontract. Any change to key personnel will be required to meet minimum qualifications listed herein and is subject to CONTRACTOR approval. Nominated personnel shall be made available for interview during any negotiations.

KEY PERSONNEL	MINIMUM QUALIFICATIONS
Project Manager	Shall have a Bachelor's degree from a recognized institution of higher learning with at least ten (10) years' of relevant practical management experience on of similar scope. Shall possess excellent verbal and written communication skills. Shall have the ability to anticipate change and to adjust promptly and effectively, and to establish and maintain strong and effective customer relations.

NOTES:

Provide separate forms for all joint ventures, teaming agreements and all primary lower-tier subcontractors that will be utilized in the performance of this Subcontract.

Resumes are for proposal evaluation and will not be a part of the Subcontract. Listed personnel may be interviewed during award and approved personnel listed in the Subcontract, restricting their replacement without CONTRACTOR'S consent.

**EXHIBIT “C”
 FORM F
 EXPERIENCE STATEMENT**

Offeror submits the following statement as to its experience qualifications. Specifically, Offeror shall include work experience related to the Exhibit D, Scope of Work. Provide separate forms for proposed joint ventures, teaming agreements, and primary lower-tier subcontractors.

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of similar in type and magnitude to this Request for Proposal extends over a period of ____years.
3. All awarded contracts have been satisfactorily completed, except as follows (Name all exceptions and reasons therefore, attaching additional pages if necessary):
4. The following contracts, covering work similar in type and magnitude to this Request for Proposal, have been satisfactorily completed within the last **three** years.
5. Provide a minimum of **three** recent qualifying example of past performance of similar work.

Item No.	References: Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

NOTES: Column completion notes:

1. Work Description: Describe work scope; identify whether work was performed as prime or subcontract; list roles and responsibilities.
2. Start/Stop: Provide starting date and actual/forecast completion by month/year format (e.g., Jan 2018/Sep 2019).
3. Schedule and Budget: State either “over”, “on”, or “under” schedule and budget.

4. Discuss how the work performed above relates to this Exhibit D – Statement of Work. Provide examples of how it is similar, models utilized, and project magnitude.

Horizontal lines for response to question 4.

5. Detail the experience and capabilities of teaming and lower tier partners and how these entities will ensure the successful management and implementation of all subcontract requirements. Discussion shall include current or recent experiences that support the performance of this subcontract.

Horizontal lines for response to question 5.

THIS FORM IS PRIMARILY FOR BID EVALUATION.

Dated: June 15, 2023

EXHIBIT "D"

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE:

Los Alamos Legacy Waste Cleanup (LLCC) Project, Organizational/Safety Cultural Change Support.

1.1 BACKGROUND:

Newport News Nuclear BWXT Los Alamos (CONTRACTOR) manages the 10-year, \$1.38 billion Los Alamos Legacy Cleanup Contract (LLCC) for the U.S. Department of Energy, Office of Environmental Management, Los Alamos Field Office (EM-LA). CONTRACTOR was recently awarded a three-year option period on the contract and desires to drive a shift in the project culture to achieve improved personnel safety and overall project performance.

Since 2019, CONTRACTOR has conducted an in-house annual survey, known as the Safety Conscious Work Environment Survey, and selected areas to improve based on feedback. This year, CONTRACTOR partnered with Oak Ridge Associated Universities (ORAU) to lead our evaluation efforts. An overall SCWE/safety culture evaluation was conducted consisting of a survey, management interviews and focus groups, and was completed in February. The survey content and focus group questions were based on the DOE 450.4-1C, Integrated Safety Management System, Attachment 10, *Safety Culture Focus Areas and Associated Attributes*, specifically in the areas of Leadership, Employee/Worker Engagement, and Organizational Learning. The results of the safety culture evaluation shall be available to the selected SUBCONTRACTOR to help guide and support the project in making the desired improvements to the organizational and safety culture.

In addition to driving improved safety performance, the workshops need to strengthen conduct of operations and instill a new sense of project accountability (in the positive sense of taking ownership not just for a person's own role, but asking "what else can I do to enable success"). Silos currently exist within the company, which is leading to a lower than desired project performance. Personnel often work within their silos and don't feel joint ownership and accountability for overall project and program success, which has resulted in a degradation of relationships and a blaming culture. The culture change workshops are intended to address these opportunities for improvement along with the safety improvement.

2.1 SCOPE:

The objective of this Statement of Work is to obtain SUBCONTRACTOR support to plan and facilitate a series of workshops—first with project leadership and then with each of the functional teams on the project—to establish a foundation of how personal accountability and project culture drive project performance, define the existing project culture, define the desired culture to improve safety and project performance, and determine the actions needed to implement the desired culture change. The desired safety culture improvements should further establish and reinforce the project's ability to achieve the three safety culture focus areas and associated attributes identified in DOE G 450.4-1C, Integrated Safety Management Guide Attachment 10.

The SUBCONTRACTOR shall provide personnel, supervision, equipment, material and other services necessary to plan and facilitate the culture change workshops as defined in this Statement of Work (SOW). In addition, the SUBCONTRACTOR must provide CONTRACTOR with access to all intellectual property necessary to deliver ongoing training

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and sustain the culture change, including train-the-trainer workshops to afford internal CONTRACTOR capability to offer the ongoing training curriculum.

CONTRACTOR senior management understands that culture change is a journey and additional follow-on services may be required to sustain and maintain the needed culture change. The scope identified in this SOW shall serve as an initial launch on the culture change journey for the project.

3.1 SPECIFIC TASKS:

The CONTRACTOR program expects that this culture change effort shall be delivered by a SUBCONTRACTOR with extensive experience in leading and facilitating organizational and safety culture change. The SUBCONTRACTOR shall have existing models, tools and approach to effect culture change on projects, and demonstrate effective past performance.

3.1.1 Culture Change Workshop Planning

3.1.1.1 ORAU Safety Culture Evaluation Data.

SUBCONTRACTOR shall assess data from the recent ORAU Safety Culture Evaluation and determine how to incorporate the data received into the culture change workshops.

3.1.1.2 Senior Leadership Interviews.

SUBCONTRACTOR shall conduct in person interviews with project leadership to gain an understanding of the current challenges and opportunities at CONTRACTOR related to project performance and culture. During these interviews, the SUBCONTRACTOR shall also provide a brief overview of the culture change models that will be employed. Interviews shall be conducted with the following personnel:

3.1.1.2.1 President and Project Manager

3.1.1.2.2 Executive Officer

3.1.1.2.3 Program Manager, Contact-Handled Transuranic (CH TRU) Waste Program

3.1.1.2.4 Program Manager, Environmental Remediation (ER) Program

3.1.1.2.5 Program Manager, Environmental, Safety, Health, and Quality (ESH&Q) Programs

3.1.1.2.6 Program Managers and Directors

3.1.1.2.7 Select First Line Supervisors

3.1.1.2.8 Select Front Line Workers and Exempt Employees

3.1.1.2.9 Select union/labor leaders

3.1.1.3 Workshop Planning and Logistics.

SUBCONTRACTOR shall develop a Culture Change Workshop Program Plan, for review and approval by CONTRACTOR, that details the specific dates and locations for each of the workshops as detailed in Task 2, below. Logistics planning shall be coordinated with the CONTRACTOR Subcontract Technical Representative responsible for this contract.

3.1.2 Cultural Change Workshop Facilities

3.1.2.1 Senior Leadership Workshop.

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SUBCONTRACTOR shall conduct a workshop with the CONTRACTOR Leadership team. The workshop shall include training on the connection between personnel accountability, project culture and performance, and align the leadership team on the needed commitment to the change. Based on that foundation, the facilitator(s) shall lead the team through a process to define the existing project culture, define how to align the behaviors around the joint CONTRACTOR/EM-LA values to improve safety and project performance, and determine the actions needed to implement the desired culture change. The goal is to identify 3-5 high level actions that can be driven throughout the organization (which could include some supporting sub actions), focusing on those actions that have the potential for the biggest return on investment. The SUBCONTRACTOR shall provide a report capturing the results of the Senior Leadership Team Workshop.

3.1.2.2 Functional Team Workshops.

Based on the results of the Senior Leadership Team Workshop, the SUBCONTRACTOR shall conduct a series of similar workshops with each functional team. The workshops shall include training on the connection between project culture and performance, and align each team on the needed commitment to the change. Based on that foundation, the facilitator(s) shall lead the team through a similar process to define the existing project culture, define the desired culture to improve safety and project performance, and identify the actions needed to implement the desired culture change. Once the teams have identified the needed actions, these actions shall be compared to the actions identified by the senior leadership team to determine if they are adequately address by those actions, if the leadership team-identified actions can be refined to capture the intent of the actions identified by the functional teams, or if additional actions need to be added. Workshops shall be conducted for each of the following functional teams:

3.1.2.2.1 Environmental Remediation Water Program

3.1.2.2.2 Environmental Remediation Operations

3.1.2.2.3 Environmental Remediation Resource Conservation and Recovery Act Remediation

3.1.2.2.4 Contact Handled Transuranic- Work Control & Maintenance

3.1.2.2.5 Contact Handled Transuranic Waste, Facility Operations, and Compliance & Integration

3.1.2.2.6 Contact Handled Transuranic Low Level Waste Program & Deposition

3.1.2.2.7 Environmental Safety, Health & Quality

3.1.2.2.8 Engineering & Nuclear Safety

3.1.2.2.9 Business Services (including Human Resources and IT) and Project Management Office

At the conclusion of all functional team workshops, the SUBCONTRACTOR shall provide a report capturing the results, including the existing culture, desired

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 culture, and actions to be taken (as modified through the functional team sessions).

3.1.3 Governance and Management System Assessment

3.1.3.1 Management System Assessment.

Through the workshops and management interviews, the SUBCONTRACTOR shall assess what managerial structures and systems may provide “feeding” indicators of a strong organizational climate and positive safety culture for the purpose of providing management with information to target areas for improvement. SUBCONTRACTOR shall develop a report with recommendations regarding activities to monitor, report, and assist in measuring the status of CONTRACTOR’S organizational and safety culture. Recommendations should be in alignment with DOE G 450.4-1C, Integrated Safety Management Guide Attachment 10

3.1.4 Train the Trainer

3.1.4.1 Intellectual Property.

SUBCONTRACTOR shall grant access rights to CONTRACTOR for all intellectual property required to provide ongoing training and sustain the culture change.

3.1.4.2 Train the Trainer Workshop.

SUBCONTRACTOR shall identify and implement and approach a one-time certification of a minimum of two (2) CONTRACTOR personnel as trainers for the models used in the culture changes workshops to enable ongoing training and sustain the culture change.

3.1.5 Ongoing Support

3.1.5.1 Ongoing Support.

CONTRACTOR is aware that ongoing support is required to maintain and sustain the culture change effort. Although the specific support required is not yet known, this contract will provide the mechanism to maintain SUBCONTRACTOR support for 2 one year options. Option one includes 2025 and option two includes 2026.

3.1.6 Basis of Estimate

3.1.6.1 Provide a team of qualified individuals to perform the described planning and facilitation as specified below in Section 5.1.

3.1.6.2 SUBCONTRACTOR shall follow all Federal Travel Regulations and N3B-POL-BUS-0014 Travel Policies.

4.1 PROJECT DELIVERABLES:

Task	Deliverable	Due Date
Task 1. Culture Change Workshop Planning	Culture Change Workshop Program Plan	NLT one month following the final interview
Task 2.1: Senior Leadership Workshop	Briefing/facilitation slides for Senior Leadership Workshop. Provide a	NLT one month following approval of the Culture

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	report capturing the results of the Senior Leadership Team Workshop.	Change Workshop Program Plan
Task 2.1: Senior Leadership Workshop	Draft report capturing workshop results	NLT two weeks following completion of the Senior Leadership Workshop
Task 2.2: Functional Team Workshops	Briefing/facilitation slides for Functional Team Workshops	NLT one month following completion of the Senior Leadership Workshop
Task 2.2: Functional Team Workshops	Final report incorporating functional workshop results into initial draft report	NLT two weeks following completion of the final functional workshop
Task 3.1: Train the Trainer Workshop	Plan for train-the-trainer certification	Ongoing during workshops, with completion NLT delivery of the final report
Task 3.2: Intellectual Property	Intellectual property license to enable CONTRACTOR to provide ongoing training; sustain the culture change	NLT completion of train-the-trainer certification

5.1 SPECIAL REQUIREMENTS:

- 5.1.1 SUBCONTRACTOR shall ensure that personnel assigned to this support task have the level of expertise, education, and professional training necessary to execute the scope of work with a minimum of 10 years relevant experience.
- 5.1.2 SUBCONTRACTOR shall provide personnel with experience in culture change concepts and designing and facilitating culture change workshops, with a minimum of 5 years' experience focused specifically on organizational and safety culture change.
- 5.1.3 CONTRACTOR shall have existing models that describe the connection between accountability, culture and project performance to establish a foundation for the need to change project culture.
- 5.1.4 CONTRACTOR shall have the appropriate skill set necessary to effectively deliver oral and written communications to senior management personnel
- 5.1.5 SUBCONTRACTOR shall include collaborative engagement with CONTRACTOR for Cyber Security, and IT procedure processes and approval of any IT links.

6.1 PERIOD OF PERFORMANCE:

- 6.1.1 Period of performance will be date of award to April 30, 2024

7.1 Place of Performance

- 7.1.1 All tasks shall use a hybrid approach, with some effort being conducted virtually and others being conducted in CONTRACTOR facilities within Los Alamos, NM. Interviews and workshops shall be conducted in person in CONTRACTOR offices in Los Alamos, NM. Decisions on the best approach for other activities shall be agreed to by the Subcontractor Technical Representative.

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2.0 TECHNICAL REQUIREMENTS (State what Technical Requirements are here).

Policy or Document Number	Title	Rev	Date	Instructions
DOE G 450.4-1C	Integrated Safety Management Guide Attachment 10		09/29/2011	Link Attached
Title 41 Subtitle F 300-1	Federal Travel Regulation System		06/06/2023	Link Attached
N3B P101-12	ES&H Requirements for Subcontractors		6/7/22	Attached

3.0 ATTACHMENTS / APPENDICES

Attachment A- DOE G 450.4-1C, Integrated Safety Management Guide Attachment 10

<https://www.energy.gov/safety-culture/articles/doe-g-4504-1c-attachment-10-safety-culture-focus-areas-and-associated>

Attachment B-Title 41 Subtitle F 300-1-Federal Travel Regulations System

<https://www.ecfr.gov/current/title-41/subtitle-F/chapter-300>

Attachment C-N3B P101-12-ES&H Requirements for Subcontractors

EXHIBIT F
Environmental, Safety, and Health Requirements for
Low Consequence Work

RFP-0001286

Requisition Number

N3B Org Safety Cultural Change

Subcontract Number

When performing work at sites controlled/managed by CONTRACTOR or the GOVERNMENT, the SUBCONTRACTOR shall comply with all applicable Federal, State, and Local laws and regulations protecting workers, air, water, soil, and those governing land use, waste management/disposal, and chemical and pesticide usage.

SUBCONTRACTOR shall perform work in a safe and compliant manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for safety and environmental compliance. SUBCONTRACTOR shall exercise necessary care and caution such that the hazards created by the scope and work methods are controlled and consequences are negligible.

Subcontract Technical Representative (STR) or Requestor, working in conjunction with an Environment, Safety and Health (ES&H) professional, believes the statement of work (SOW) as described in Exhibit D or a Purchase Requisition for this work falls within the category(s) checked below. SUBCONTRACTOR has an affirmative duty to immediately notify the Contract Administrator in writing if performance of the SOW exceeds the requirements/ limitations listed in the category(s) checked below. In addition, if performance of the SOW exceeds the requirements/limitations listed in the category(s) checked below, STR reserves the right to impose additional environmental, safety and health requirements on SUBCONTRACTOR as may be necessary and appropriate.

EXHIBIT “F”

ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS WORK SCOPE BOUNDING CONDITIONS

<i>Check each category of work that is applicable to the SOW.</i>	
<input type="checkbox"/>	<p>Equipment installation, demonstration, and/or maintenance, as long as:</p> <ul style="list-style-type: none"> • Hazardous chemicals will not be used, no hazardous waste will be generated, and Subcontractor will not be exposed to hazardous materials within the area of the work; • No Lock Out/Tag Out is required; • No penetrations; • No uncontrolled physical hazards to workers or bystanders in performing the SOW.
<input type="checkbox"/>	<p>Work may occur in a Radiological Controlled Area (RCA) and/or Radiological Buffer Area (RBA), as long as:</p> <ul style="list-style-type: none"> • No work involving radioactive materials, radiation generating devices, or contaminated systems. Work may occur in a Radiological Controlled Area (RCA), Radiological Buffer Area (RBA) as long as there is no movement of existing equipment or penetration of systems or surfaces.
<input type="checkbox"/>	<p>Low Risk Electrical Work</p> <ul style="list-style-type: none"> • Work involving electrical work that meets the following requirements: <ul style="list-style-type: none"> - Work involving maintenance, repair, or warranty work on business machines (e.g., copiers, printers) that are plugged controlled and the person performing the work can maintain exclusive control of the plug. - No electrical work is permitted on components that could have stored electrical energy (e.g., capacitors). - Electrical energy not presenting a hazard to the worker is identified in NFPA 70E as voltages less than 50 V.
<input type="checkbox"/>	<p>Material or Equipment Deliveries/Pickups that meet the following requirements:</p> <ul style="list-style-type: none"> • No uncontrolled physical hazards, hazardous chemical or biological hazards to workers or bystanders in performing the SOW • Examples: <ul style="list-style-type: none"> - Laundry deliveries/pickups, includes designated delivery/pickup points at radiological facilities - Deliveries of bottled water, soda, or snacks - Delivery of compressed gas cylinders; N3B will operate forklifts, etc. - Delivery of storage containers; N3B will off-load containers.

<i>Check each category of work that is applicable to the SOW.</i>	
<input type="checkbox"/>	<p>Computer Hardware/Software Installation and Maintenance:</p> <ul style="list-style-type: none"> • On-site support for servers and related equipment manufactured by computer company or installed by computer company; • On-site security hardening of select laptop and desktop computers; • Work requiring Lock-out/Tag-out may NOT be performed. • Work requiring penetrations may NOT be performed. • Activities that requires working from a ladder may NOT be performed.
<input type="checkbox"/>	<p>On-site inspections, assessments of activities/facilities, and similar services limited to escorted walk-throughs/inspections of activities/facilities with no hands-on work.</p> <ul style="list-style-type: none"> • Examples: <ul style="list-style-type: none"> - Field inspections by a representative of an A/E firm - Compliance inspectors
<input checked="" type="checkbox"/>	<p>On-site training, technical consultations, professional consultations, guest lecturers and similar services, which are limited to presentations, training sessions or meetings in classrooms, general office areas, or conference rooms.</p> <ul style="list-style-type: none"> • Examples: <ul style="list-style-type: none"> - Arbitration activities - Classroom instruction - Lectures - Presentations not involving field demonstrations that could expose workers to hazards or requires special training or PPE - No hands-on work
<input checked="" type="checkbox"/>	<p>Office work in normal office environments where personnel will perform secretarial, clerical, or administrative paperwork; or on a personal computer with no other significant hands-on work.</p>

Q1: Will the SUBCONTRACTOR be escorted (e.g., ES&H Professional, Shift Operations Manager) during the work scope?

No / NA
 Yes; If Yes, Escort Name: _____
 Escort Title/Position: _____

EXHIBIT “F”

ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS CLAUSES

F1.0 General Requirements

- 1.1 For the purpose of this Exhibit, environmental, safety, and health (ES&H) protection encompasses industrial hygiene and safety, and environmental protection, compliance, pollution prevention, and waste management/minimization. The term “SUBCONTRACTOR” includes the SUBCONTRACTOR, its employees, any sub-tier subcontractors, and their employees. The term “GOVERNMENT” for the purposes of this Exhibit applies to agencies and personnel of the United States Government, such as the Department of Energy (DOE), the National Nuclear Security Administration (NNSA), and the Department of Defense (DoD).
- 1.2 When performing work at sites controlled/managed by CONTRACTOR or the GOVERNMENT, the SUBCONTRACTOR shall comply with all applicable Federal, State, and Local laws and regulations protecting workers, air, water, soil, and those governing land use, waste management/disposal, and chemical and pesticide usage.
- 1.3 The requirements for the SUBCONTRACTOR in accordance with CONTRACTOR’s 10 CFR 851, Worker Safety and Health Program, are contained in this Exhibit. Nothing in this Exhibit must be construed as relieving SUBCONTRACTOR from complying with any additional specific safety and health requirement that SUBCONTRACTOR determines to be necessary to protect the safety and health of workers. Some, but not all of the 10 CFR 851 requirements are set forth in this Exhibit. Even if not specifically set forth in this Exhibit, SUBCONTRACTOR is required under 10 CFR 851 to comply with the regulations and safety and health standards that are applicable to the hazards of its work.
- 1.4 In accordance with 10 CFR 851.10(a), the SUBCONTRACTOR must provide a place of employment that is free from recognized hazards that are causing or have the potential to cause death or serious physical harm.
- 1.5 CONTRACTOR is dedicated to the concept that all accidents are preventable. Accordingly, CONTRACTOR is committed to a goal of zero accidents through continuous improvement practices. This "Zero Accident Performance" goal, including zero non-permitted releases and zero regulatory non-compliance with respect to protection of the environment, is an expectation of all SUBCONTRACTORS in the performance of their work. In accordance with 10 CFR 851.20(a)(1), SUBCONTRACTOR shall adopt a “Zero Accident Performance” with an objective to eliminate all injuries, illnesses, and adverse impacts to the environment.

F2.0 Differing Professional Opinions

- 2.1 DOE Order (O) 442.2, Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns, may be used by DOE subcontractors for technical issues related to environment, safety, and health. Most issues can be resolved through routine discourse and processes, and this Differing Professional Opinion (DPO) process is not intended as the first step to report concerns or to be used as a way around those local processes. SUBCONTRACTOR should first use those local

processes (e.g., discussions with management, review and comment processes, discussions with the STR, Employee Concerns Programs, and the N3B DPO provided in N3B-AP-ENS-1003) to bring attention to the concern.

- 2.2 If the SUBCONTRACTOR concludes, however, that routine work processes did not adequately resolve a concern or an issue, the SUBCONTRACTOR should then submit the concern through the DPO process defined in DOE O 442.2.
- 2.3 The DOE DPO Web page, found at: <http://www.energy.gov/ehss/doe-differing-professional-opinions> lists the DPO Managers to whom DPOs should be submitted, depending upon the scope of the issue.

F3.0 Training

- 3.1 SUBCONTRACTOR will be provided any entry or site training requirements for work location(s) by the CONTRACTOR. Additional training may be required for subcontractor personnel that will be on-site 10 or more days.

F4.0 Motor Vehicle Requirements

- 4.1 SUBCONTRACTOR personnel operating motor vehicles must have a valid driver's license.
- 4.2 All personnel operating any SUBCONTRACTOR-provided vehicles at sites controlled/managed by CONTRACTOR or GOVERNMENT must be healthy, unimpaired, and abide by established road regulations and/or jobsite regulations.
- 4.3 SUBCONTRACTOR shall ensure all SUBCONTRACTOR-provided vehicles are registered/licensed, maintained in road-worthy condition, and operated and maintained in a safe manner in accordance with applicable federal, state, and local laws and ordinances and manufacturer's recommendations.
- 4.4 SUBCONTRACTOR shall document all maintenance, inspections, deficiencies, and corrective actions associated with SUBCONTRACTOR-provided equipment. These records must be made available to CONTRACTOR upon request. SUBCONTRACTOR shall ensure that SUBCONTRACTOR-provided equipment or machinery that is not in compliance with regulatory requirements is de-energized, rendered inoperable, and tagged out of service or removed from the project location.
- 4.5 SUBCONTRACTOR will not perform any maintenance on N3B occupied sites, beyond that described in the operator's manual unless approved by the Program Manager.
- 4.6 SUBCONTRACTOR shall enforce the following motor vehicle safety requirements when using vehicles at the N3B work location:
 - Prior to operating a vehicle, the driver must adjust mirrors and should familiarize themselves with the size of the vehicle, and in particular components or features such as a hitch or blind spot(s) that may present an issue with safe operation (e.g., backing).
 - A 720° walk-around of vehicle is required before each use to identify any hazard that could cause an accident.

- A spotter shall be used when backing up vehicles at the N3B work location. If a second person is not available, backing a vehicle without a spotter should only take place after a driver has as much information about the area as possible.
 - When a vehicle is unattended, the engine must be stopped, the ignition locked, and the key removed from the ignition.
 - When parking on a slope, drivers shall use double wheel chocks and set the parking break.
 - Workers shall not use a cellular devices or hand held communications equipment while the motor vehicle is in operation. Workers will use only radios provided for communication. Use of any other sound providing device such as personal radios is prohibited.
 - All mishaps/incidents leading to the damage of a motor vehicle on N3B business must be reported immediately to the STR.
 - Drivers of motor vehicles shall follow on-site speed limits and other traffic rules.
- 4.7 SUBCONTRACTOR provided vehicle operators are responsible for the safety of all passengers and the stability of materials being transported.
- 4.8 SUBCONTRACTOR shall ensure that truck drivers exit the cab and remain clear while the truck is being loaded by power equipment unless the vehicle is equipped with a vehicle / equipment manufacturer approved cab shield.
- 4.9 SUBCONTRACTOR shall ensure operators exiting equipment use the stairs/footholds, etc. attached to the equipment. These stair and footholds must be kept clean so workers can have sure footing. At no time will workers be allowed to jump from equipment except in case of an emergency.
- 4.10 SUBCONTRACTOR shall report any leaks of oil, fuel, or petroleum product from SUBCONTRACTOR provided vehicles to the STR.

F5.0 Pause/Stop Work

- 5.1 SUBCONTRACTOR and CONTRACTOR workers have the right and responsibility to Pause Work or, if necessary, Stop Work in accordance with 10 CFR 851.20(a)(9) without fear of reprisal. CONTRACTOR ES&H personnel may Pause or Stop SUBCONTRACTOR work at any time when conditions, such as those in the following list, are observed or when it is necessary to prevent the SUBCONTRACTOR's activities from creating an uncontrolled hazard to collocated workers or to prevent / terminate an environmental, health, or safety violation.
- There is a reasonable belief that the task poses an imminent risk of death, serious physical harm, or other serious hazard to workers where the workers believe there is insufficient time to utilize normal hazard reporting and abatement procedure.
 - There is a reasonable belief that the work poses a potential uncontrolled environmental risk or violates the requirements of applicable laws or permits.

- There is a reasonable belief that security of government property could be compromised.
- Work controlling and execution information, instructions, or worker training is inadequate to execute the work safely and securely.

F6.0 Incident Reporting Requirements

- 6.1 SUBCONTRACTOR must immediately notify CONTRACTOR's STR verbally of any on-site event, incident, or condition that adversely affects, or may adversely affect CONTRACTOR, its mission, CONTRACTOR's or SUBCONTRACTOR's personnel, the public, property, or the environment.
- 6.2 In situations where any of the conditions mentioned above occur, the scene surrounding or associated with the event shall be preserved for continued investigation unless such actions interfere with establishing a safe condition or CONTRACTOR concurrence is obtained. SUBCONTRACTOR and CONTRACTOR personnel may jointly investigate each injury/illness, accident, incident, near miss, or environmental noncompliance.
- 6.3 SUBCONTRACTOR shall assist the CONTRACTOR in generating a written accident/incident investigation report of any incident, outlining the causes, corrective actions, and measures taken to prevent recurrence of similar incidents. Furthermore, the SUBCONTRACTOR shall cooperate and participate as required with any CONTRACTOR or GOVERNMENT fact finding, learning team, critique, analysis, or investigation for such events/conditions.

F7.0 Work Management

- 7.1 In accordance with 10 CFR 851.22 (a) and (c), SUBCONTRACTOR must utilize a hazard prevention and abatement process to ensure that all identified and potential hazards are prevented or abated in a timely manner. For existing hazards identified in the workplace or hazards associated with the planned work activity(s), SUBCONTRACTOR must implement abatement actions according to the risk to workers, implement interim protective measures pending final abatement, and protect workers from dangerous safety and health conditions. SUBCONTRACTOR shall address hazards when selecting or purchasing equipment and products.
- 7.2 If required by the CONTRACTOR's Integrated Work Control Process (IWCP), a work control document to cover subcontracted activity(s) shall be provided by the CONTRACTOR. If a work control document is required, the SUBCONTRACTOR:
 - May be required to participate in the development of the work control document(s) to identify tasks/steps and hazards and control measures required for subcontracted work.
 - Is required to comply with the requirements delineated in the approved work control document.
 - Is required to participate in pre-job briefings associated with execution of the work control document, conducted by the CONTRACTOR.

Required Signatures

Note: Place N/A and initials when a representative signature is not required.

The undersigned N3B representatives have reviewed the SOW and believe that the SOW for the referenced subcontract falls within the category(s) checked above.

Subcontract Technical Representative / Requestor

Miguel F Maez Printed Name	Miguel Maez Digitally signed by Miguel Maez Date: 2023.06.15 14:46:21 -06'00' Signature
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Environmental Professional

NA Printed Name	 Signature
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Industrial Hygiene and Safety Representative

Oliver C Wilton Printed Name	Signature Oliver Wilton Digitally signed by Oliver Wilton Date: 2023.06.15 12:48:28 -06'00'
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Radiation Protection

Required for work in a RBA or RCA

NA Printed Name	 Signature
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Electrical Safety Officer (ESO)

Required for low risk electrical work

NA Printed Name	 Signature
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Responsible Line Manager (RLM)

Bret Griebenow Printed Name	Bret Griebenow Digitally signed by Bret Griebenow Date: 2023.06.15 15:38:50 -06'00' Signature
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**EXHIBIT G PHYSICAL SECURITY
SECURITY REQUIREMENTS
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G1.0 Definitions and Acronyms

Definitions and acronyms may be accessed on the [Safeguards and Security](#) page on N3B insights.

G2.0 Security Requirements

SUBCONTRACTOR shall comply with all requirements specified in this exhibit. Regardless of the performer of the work (e.g. sub-tier or third party contractor) SUBCONTRACTOR shall ensure compliance with the provisions of this exhibit. All measures taken by CONTRACTOR to correct Subcontract Workers' non-compliance shall be at SUBCONTRACTOR'S expense, and the cost thereof, including any stipulated penalties resulting from such non-compliance, shall be deducted from payments otherwise due SUBCONTRACTOR. Additionally, when requested by CONTRACTOR, SUBCONTRACTOR shall provide such information, assistance and support as necessary to facilitate CONTRACTOR'S compliance with any DOE Directives that may be applicable to the scope of work.

2.1 DEAR Clauses Incorporated By Reference

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

2.1.2 Full text of the referenced clauses may be accessed electronically at https://www.acquisition.gov/Supplemental_Regulations

2.1.3 The following alterations apply only to FAR and DEAR clauses and do not apply to DOE or NNSA Directives. Wherever necessary to make the context of the unmodified DEAR clauses applicable to this subcontract:

- The term "Contractor" shall mean "SUBCONTRACTOR;"
- The term "Contract" shall mean this subcontract; and
- The term "DOE", "Government," "Contracting Officer" and equivalent phrases shall mean CONTRACTOR and/or CONTRACTOR'S representative, except the terms "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative; or where specifically modified herein.

2.1.4 The following clauses apply as stated in the Instructions.

Clause Number	Title and Date	Instructions
DEAR 952.204-70	Classification / Declassification (Sep 1997)	Applies when work involves or may involve access to classified information.
DEAR 952.247-70	Foreign Travel (June 2010)	Applies if foreign travel may be required in order to perform subcontract work. If applicable, authorization is required from DOE prior to traveling.
DEAR 970.5204-1	Counterintelligence (Dec 2000)	Applies when DEAR 952.204-2 Security and DEAR 952.204-70 Classification / Declassification are applicable.
DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	Applies to subcontracts with sites (N3B/LANL) controlled by DOE which are operated under the authority of the Atomic Energy Act of 1954.
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	Applies when Subcontractor has routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

2.2 DOE Directives Incorporated by Reference

When requested by CONTRACTOR, SUBCONTRACTOR shall provide such information, assistance and support as necessary to ensure CONTRACTOR'S compliance with the following DOE/NNSA Directives, as applicable to the scope of work. SUBCONTRACTOR shall comply with the requirements of the Contractor Requirement Document (CRD) attached to a Directive when required by such CRD. The Directives are prefaced with certain conditions for applicability to the subcontract. A referenced Directive does not become effective or operative under this subcontract

unless and until the conditions precedent are met through the scope of work. The DOE Directives referenced herein may be found at <http://www.directives.doe.gov/>.

Clause Number	Title	Instructions
DOE O 142.2A, Admin Chg 1, Attach. 2 CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Applies to contracts which involve activities potentially subject to application of safeguards by the International Atomic Energy Agency (IAEA)
DOE M 142.2-1, Admin Chg 1, Attach. 1 CRD	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA.	Applies if contract involves activities associated with the IAEA Safeguards Agreement.
DOE O 142.3A, Chg 1, Attach. 1 CRD	Unclassified Foreign Visits and Assignment	Applies if contract involves foreign national access to DOE-owned or leased sites/facilities. Applies if contract involves off-site foreign national access to DOE information or technologies that are not releasable to the public.
DOE O 206.1 Attach. 1 CRD	Department of Energy Privacy Program	Applies if contract includes activities that may include collecting, processing, storing, maintaining or accessing N3B PII information or data.
DOE O 452.4C Attach. 1 CRD	Security and Control of Nuclear Explosives and Nuclear Weapons	Applies if contract includes work in support of the Nuclear Explosive and Weapon Security and Control Program.
DOE O 452.8 Attach. 1 CRD	Control of Nuclear Weapon Data	Applies if contract work requires workers to hold a clearance and have a need to know to perform in authorized government function.
DOE O 457.1A Attach. 2 CRD	Nuclear Counterterrorism	Applies if contract involves or could potentially involve accessing or generating nuclear weapon design information.
DOE O 460.2A Attach. 2 CRD	Departmental Materials Transportation & Packaging Management	Applies if contract involves transportation and packaging of hazardous or nonhazardous material.
DOE M 460.2-1A Attach. 1 CRD	Radioactive Material Transportation Practices Manual	Applies if contract involves transportation and packaging of radioactive material or radioactive waste.
DOE O 461.1C Attach. 1 CRD	Packaging and Transfer for Offsite Shipment of Materials of National Security Interest	Applies if contract includes packaging and shipment off-site of materials of national security interest.
DOE M 470.4B Chg 2 Attach. 1 CRD	Safeguards and Security Program	Applies when contract requires security training and/or requires a FOCI determination for access authorizations (clearances).
DOE O 470.5 Attach. 1 CRD	Insider Threat Program	Applies when contract includes activities that involve cleared workers, classified information or matter, Special Nuclear Material, nuclear weapons or parts, or when DEAR 952.204-2 is applicable.
DOE O 471.1B Attach. 1 CRD	Identification and Protection of Unclassified Controlled Nuclear Information	Applies to work activities that may generate, possess, or have access to information or matter containing UCNI.
DOE O 471.3, Admin Chg 1, Attach. 1 CRD	Identifying Official Use Only Information	Applies if contract involves activities where Official Use Only (OUO) information and documents will be handled, used or generated.
DOE M 471.3-1, Admin Chg 1, Attach. 1 CRD	Manual for Identifying and Protecting Official Use Only Information	Applies if contract involves activities where Official Use Only (OUO) information and documents will be handled, used or generated.

Clause Number	Title	Instructions
DOE O 471.6 Chg 2, Attach. 1 CRD	Information Security	Applies if contract includes access to unclassified or classified information and matter controlled by statutes, regulation or NNSA policies.
DOE O 472.2 Chg 1, Attach. 2 CRD	Personnel Security	Applies if contract work requires employees to hold a clearance and/or when official duties require access to classified information or matter, or special nuclear material or data.
DOE O 473.3A Attach. 1 CRD	Protection Program Operations	Applies if contract includes responsibilities for operating, administering, and/or protecting DOE & NNSA safeguards and security interests.
DOE M 474.2 Chg 4, Attach. 1 CRD	Nuclear Material Control and Accountability	Applies if contract includes access to nuclear or special nuclear material or data.
DOE O 475.1 Attach. 2 CRD	Counterintelligence Program	Applies if contract work involves access to or use of DOE facilities, technology, personnel, unclassified sensitive information and classified matter.
DOE O 475.2B Attach. 1 CRD	Identifying Classified Information	Applies if contract work includes access to classified information, documents, or material.
DOE O 551.1D Chg 2, Attach. 1 CRD	Official Foreign Travel	Applies if contract work involves or could potentially involve official foreign travel.
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Applies if contract work requires access, receipt, storage, processing and/or handling of Foreign Intelligence Information.
NAP 23, Admin Chg 1	Atomic Energy Act Control of Import and Export Activities	Applies if contract involves or could potentially involve CONTRACTOR Tier 2 specifications that reveal a specific nuclear weapon function or nuclear weapon tests and explosions.

2.3 Goal of Zero Security Incidents

SUBCONTRACTOR and any lower-tier subcontractors shall strive to eliminate all security events, incidents, and adverse impacts to national security.

2.4 Cloud Computing Services

If SUBCONTRACTOR anticipates using cloud computing services in the performance of this subcontract, additional security requirements for using those services shall apply as outlined in the "Exhibit G Cyber Security", which is a separate document.

G3.0 General Security

3.1 Work site, Security Area, Badge and Data Information

WORK SITE / On-site and Off-site	
	DOE owned/leased (LANL) or CONTRACTOR owned/leased facility or property
X	Subcontractor owned/leased and DOE Owned / Leased (N3B/LANL) facility or property
	Subcontractor owned/leased only

TYPE / CATEGORY	
	Subcontract
X	Subcontract Master Task Order Agreement (MTOA)
	Subcontract Release
	Purchase Order (will not become a Subcontract)

ON-SITE WORK AREA DESIGNATION	
	General Access Area / Publically Accessible (GAA)
X	Property Protection Area (PPA)
X	Limited Area (LA)
	Protection Area (PA)

BADGE TYPE / CLEARANCE LEVEL	
	LANL Generic Uncleared US Visitor badge
	LANL Generic Uncleared US Visitor Escort Required badge
	LANL Uncleared Site-specific badge
	LANL Uncleared Foreign National badge
	LANL Cleared Foreign National badge
X	LANL Uncleared DOE badge
	L-Cleared DOE badge
	Q-Cleared DOE badge

DATA CLASSIFICATION	
	Classified
	UCNI
	Controlled Unclassified (OUO, CPI, PII, ECI, AT, NNPI, RSI)
	Unclassified / sensitive
X	Unclassified / Public Release

OPSEC PLAN	
	Required
X	Not Required

3.2 Integrated Safeguards and Security Management (ISSM)

ISSM uses a five-step process as the system to perform work securely. ISSM provides a framework to support each worker in fulfilling their security responsibilities. The following five-step process defines a systematic approach to actions taken before, during, and after work is performed. SUBCONTRACTOR shall ensure that the ISSM five-step process (or an equivalent process) is followed by all Subcontract Workers.

- (1) Define the Scope of Work.
- (2) Analyze the Security Risk.
- (3) Develop and Implement Security Controls.
- (4) Perform Work within Security Controls.
- (5) Ensure Performance.

3.3 Safeguards, Security and Counterintelligence Awareness

3.3.1 Operations Security (OPSEC) Plan

SUBCONTRACTOR shall develop (with assistance from CONTRACTOR), implement and sustain a DOE OPSEC Plan using the template provided by the Contract Administrator / Procurement Specialist. SUBCONTRACTOR'S OPSEC Plan shall be approved by CONTRACTOR before work may begin at or for N3B.

3.3.2 Subcontract Workers shall report all of the following situations to the N3B Safeguards and Security Office and inform the RLM or STR.

- Professional contacts and relationships with sensitive country foreign nationals, whether they occur at one's worksite or abroad.

- All unofficial travel to any DOE sensitive country at least 30 days before departure.
- All official travel to any DOE sensitive country at least 30 days before departure. Coordinate with N3B S&S to fill out the necessary paperwork.
- Any suspicious or provocative actions encountered while on travel.
- Suspicious or provocative actions or behaviors on the part of foreign nationals visiting or assigned to N3B.
- Substantive personal relationships with sensitive country foreign nationals (who are not lawful permanent residents), other than family members.
- Business transactions including financial transactions, partnerships, or other business interests or investments with citizens of sensitive countries who are not lawful permanent residents, whether they involve one-time interactions or ongoing financial relationships. (Small payments for things such as house cleaning or other such personal services or financial support provided to family members are not included).
- Any attempts by unauthorized persons to gain access to classified information. (Not limited to DOE sensitive country foreign nationals or foreign nationals; includes US and non-US citizens)

3.3.3 SUBCONTRACTOR shall be alert to and report any of the following to the RLM and STR:

- attempts by unauthorized persons to obtain information;
- unexplained / excessive use of copiers by workers;
- workers living beyond their means;
- unusual foreign travel patterns of workers; and
- personal problems of workers that could affect security or fitness for duty.

3.4 Security Training

3.4.1 SUBCONTRACTOR shall ensure that all Subcontract Workers:

- become familiar with the Integrated Safeguards and Security Management (ISSM) process and its implementation requirements for the work to be performed and their security responsibilities; and
- complete required safeguards, security and cyber-security training as indicated herein.

3.4.2 The training matrix below identifies security training Subcontract workers may be required to complete before beginning work at or for N3B/LANL. An "X" before the name of the course indicates that such training is required under this subcontract.

SUBCONTRACTOR management shall review the security requirements indicated below with each worker. A signed official copy of the review and acceptance by the subcontract worker shall be kept on file with SUBCONTRACTOR. Each Subcontract worker's security requirements shall be reviewed with management yearly or whenever the worker's job security duties change.

A link to available web-based training can be found at <https://extrain.lanl.gov/>

Required Course	Course Title - Required For	Frequency	Estimated Time to Complete Training
	General Security		
X	General Employee Training (GET) - New Hires / Live or web	Once	8 hrs.
X	Incident Reporting and Protective Actions – All / web	12 months	10 min.
	Facility Security Officer Orientation – for a FOCI Determination / web	Once	2 hrs.
	Annual Security Refresher (ASR) – L & Q-cleared Workers / web	12 months	1 hr.
	Comprehensive Security Briefing - L & Q-cleared Workers / web	Once	2 hrs.
	Export Control Fundamentals – Based on SOW / web	12 months	30 min.

Required Course	Course Title - Required For	Frequency	Estimated Time to Complete Training
X	Substance Abuse Awareness – All / web	Once	30 min.
X	Beryllium General Overview – All / web	24 months	30 min.
X	Workplace Violence Awareness – All / web	Once	15 min.
Classified Matter Protection And Control			
	Classified Parts Procedures Self-Study - Classified Parts Custodians/ web	Once	30 min.
	CMPC for Custodians - Classified Matter Custodians (CMCs) & Classified Library Custodians (CLCs) / live	Once	2 days - 16 hrs.
	Classified Matter Protection - Classified Matter Users / web	Once	2 hrs.
	CMPC User Refresher - Classified Matter Users / web	24 months	1 hr.
Cyber Information Security			
	Initial Information Security Briefing – All computer Users / web	Once	1 hr.
	Annual Information Security Refresher – all computer users / web	12 months	30 min.
Human Reliability Program			
	HRP for Managers - Supervisors / web	12 months	30 min.
	HRP Training for HRP Workers - workers / web	12 months	20 min.
Protecting Classified & Sensitive Information			
	DC Orientation Phase 1 - Derivative Classifiers (DCs) / web	Once	1 hr.
	DC Phase II - DCs / live	Once	4 hrs.
	Authorized DC Recertification - DCs / live	36 months	2 hr.
	Protecting UCNI - Users of Unclassified Controlled Nuclear Information (UCNI) / web	Once	1 hr.
Nuclear Material Control And Accountability			
	LANMAS & LAMCAS User - workers doing LANMAS data entry / live	Once	8 hrs.
	MBA Custodian - MBA Custodians / live	Once	2 hrs.
	NM Custodian Refresher - MBA Custodians / web	12 months	2 hrs.
	NM Handler Awareness - NM Handlers / web	24 months	4 hrs.
	NM Physical Inventory - MBA Custodians / web	12 months	1.5 hrs.
	Tamper Indicating Devices (TID) – TID Custodian / Users / live	Once	8 hrs.
	TID Requalification - TID Custodian/Users / web	24 months	3 hrs.
Physical Security			
	Escort Responsibilities - Escorts & Vault or Vault Type Room Users, Custodians / web	12 months	30 min.
	Lock & Key Procedure - Key Core Custodians / Alternates / web	12 months	1 hr.
	The Outsider - Vault or Vault Type Room Users (AIS Escorts) / web	Once	1 hr.
	Vault or Vault Type Room Custodian - Vault or Vault Type Room Custodians / web	12 months	10 min.
	Vault or Vault Type Room User - Vault or Vault Type Room Users / web	12 months	10 min.
Self-Assessments			
	S&S Self-Assessment Training - Security Subject Matter Experts / web	Once	1 hr.
Site-Specific Training			
X	As required per work areas		

3.5 Security Stop Work

When any Subcontract worker observes a security related hazard or unmitigated risk, the worker has the authority and responsibility to inform any worker engaged in that work that the work be stopped.

3.6 Reporting Security Incidents

This subsection contains requirements for identifying and reporting known and potential incidents of

security concern. Such incidents may involve issues associated with Personally Identifiable Information (PII), ECI, UCN, classified matter, computer systems, nuclear materials, secure communications, personnel security occurring on-site or off-site; and physical security occurring on N3B/LANL property, Laboratory-leased property or SUBCONTRACTOR-owned property. Subcontract workers shall comply with the following requirements.

3.6.1 *Immediately* upon discovery of a potential and/or reasonably suspected incident of security concern, report such concern to the N3B Safeguards and Security Office at 505-412-3121 and inform the RLM, and STR. During normal business hours, notifications shall be made only in person. A non-secure telephone, non-secure fax, non-secure voice mail, or non-secure electronic mail shall not be used to report a potential incident of security concern.

3.6.1.1 The potential compromise of PII shall be reported *immediately* upon discovery to the N3B Safeguards and Security Office at 505-412-3121. A potential compromise of PII is considered a serious information security incident because of the possibility of significant adverse consequences to the individual whose data has been compromised.

3.6.1.2 *Immediately* report all security incidents and potential threats and vulnerabilities involving N3B data utilized by the SUBCONTRACTOR to the N3B S&S Office, and then notify the appropriate RLM.

3.6.1.3 After discovery of any incident involving the loss, compromise, or unauthorized disclosure of classified matter, report the incident *immediately* to the N3B S&S Office, then inform the RLM.

3.6.1.4 After discovery of any incident involving the loss, theft, diversion, or unauthorized use of nuclear material, report the incident *immediately* to N3B S&S Office.

3.6.2 Contact Requirements Outside of Normal Business Hours

For all incidents contact the N3B Safeguards and Security Office at 505-412-3121, *immediately* after discovery of a potential incident of security concern. The S&S Office may ask to meet with the SUBCONTRACTOR in person so that SUBCONTRACTOR may report such known or potential incidents of security concern, if secure communications are not available.

3.7 Workplace Violence

N3B maintains a work environment that is free from violent behavior and threats of violence. Violent behavior and threats of violence are unacceptable conduct and are prohibited. Any subcontract worker who participates in workplace violence will be barred from the N3B/LANL worksite and their employer shall be notified. Workplace violence is behavior that involves:

- hostile or aggressive physical contact with another person;
- a statement or body gesture that threatens harm to another person; or
- a course of conduct that would cause a reasonable person to believe that they are under threat of harm.

G4.0 Physical Security

4.1 Prohibited Articles

Prohibited Articles are those items never permitted on DOE property (e.g. N3B/LANL), which includes leased facilities and parking lots. SUBCONTRACTOR shall ensure that prohibited articles are not brought on to DOE property. Introducing an unauthorized prohibited article onto DOE property is a reportable security incident that may result in legal action. Prohibited articles include:

- Dangerous weapons (e.g., guns and knives), explosives, or other instruments or material likely to cause substantial injury or damage to persons or property; includes pocket, hunting or other sharp knives with blades longer than 2.5 inches;
- Non-government-owned firearms;
- Alcoholic beverages, including unopened bottles or cans;
- Controlled substances such as illegal drugs and associated paraphernalia, including medical marijuana, but not other prescription medicine; and

- Items prohibited by local, state or federal law.
- Other items that may pose a safety, security or environmental hazard; as determined by N3B security professionals.

4.2 Escorting

In addition to any facility-specific escorting requirements, SUBCONTRACTOR shall ensure that all N3B/LANL escorting requirements listed below are complied with while in a Security Area (including Property Protection Areas) whether escorting individuals or being escorted by another individual.

An Activity Security Plan (ASP) shall be developed by the N3B host when escorting in PPAs will occur outside normal operating hours. SUBCONTRACTOR shall comply with all ASP requirements.

4.2.1 Uncleared foreign nationals are allowed unescorted in publicly-accessible Laboratory property only.

Uncleared foreign nationals are not permitted in Security Areas and only under extraordinary circumstances should an exception be requested. Uncleared foreign nationals may only be escorted into a security area if prior approval has been obtained from DOE/HQ and local security officials. This approval process takes a minimum of eight (8) weeks.

4.2.2 An Uncleared US citizen Subcontract worker may be authorized for escorted access into a Security Area only if such individual:

- is entering an area to conduct official N3B business that can be accomplished only in a Security Area, or
- has a skill or ability that is required and cannot be provided by another person who has the required clearance (i.e., access authorization) level.

4.2.3 The following Subcontractor workers shall be escorted in a Security Area:

- Uncleared US citizens;
- US citizen visitors who do not have a cleared DOE-standard badge; and
- L-cleared US citizens in a Q-Only Security Area.

4.2.4 All US citizens escorted into a Security Area shall wear one of the following:

- An Uncleared DOE standard badge;
- A LANL Generic Uncleared US Citizen Visitor Badge or;
- A LANL Generic Uncleared US Citizen ESCORT REQUIRED Visitor Badge.

4.2.5 Subcontract Workers who are being escorted shall:

- Provide a valid photo ID;
- State their country of citizenship for their escort before entering a security area;
- Log in, pursuant to the manner required by the LANL owning / tenant organization, before entering a security area or a PPA controlled by an electronic badge reader;
- Physically remain with his or her escort upon entry, during the visit and upon exit of a security area.
- Comply with all requirements outlined by the escort;
- Display a valid badge at all times.

4.2.6 Subcontract Workers serving as escorts have the following responsibilities:

- Complete "Escort Responsibilities" training course prior to escorting individuals;
- Be a US Citizen and possess a valid DOE badge and clearance level for the Security Area being accessed;
- Ensure the Worker being escorted has a valid photo ID prior to issuing any badge;
- Ensure each Worker being escorted is a US citizen through their statement of such status;

- Provide Worker with clear instructions on the rules of behavior and consequences for failure to comply, before granting access to facilities and/or information systems;
- Confirm that each Worker displays their assigned badge whenever in a Security Area;
- Review prohibited and controlled article restrictions with each Worker prior to escorting such Worker;
- Protect classified and unclassified controlled matter, information or discussions from unauthorized access by a Worker;
- Log in each Worker by whatever method is provided at the facility being accessed;
- Notify area occupants of the presence of an Uncleared Worker;
- Maintain control of each Worker at all times;
- Implement any facility-specific escorting requirements as required;
- Immediately notify the Requester/RLM and STR of any incident of security concern;
- Escort each Worker safely to the organization's designated muster area in the case of an emergency evacuation.

4.2.7 An escort shall not escort more than five (5) individuals at any one time, unless otherwise approved by CONTRACTOR in writing; by means of an approved Security Plan.

4.2.8 In cases where an individual without proper security clearance is discovered unescorted in a Security Area, SUBCONTRACTOR workers shall immediately place such individual under escort by an authorized escort and report the situation to the RLM and STR as soon as possible.

4.2.9 Escorting Vehicles

When vehicles are escorted through manned security posts, the escort may be in the same vehicle or a separate vehicle as the subcontract worker(s). The escort ratio for vehicles is 1:3. One escort vehicle to three escorted vehicles.

4.3 Security Areas

SUBCONTRACTOR shall comply with all requirements for designated Security Areas. In addition, SUBCONTRACTOR shall ensure that all Subcontract workers:

- Have the appropriate clearance (i.e., access authorization) for the Security Area or be properly escorted within the Security Area;
- Adhere to the posted requirements for entering any Security Area (clearance status, badge, access status, training, inspections, controlled articles, prohibited articles, etc.);
- Immediately report physical security and access control discrepancies to the N3B Safeguards and Security Office and RLM. Inform the STR. (e.g. breaches of fences or walls or attempts to circumvent security barriers);
- Use a valid badge to enter a Security Area and display the valid badge at all times photo side out, above the waist and in front of the body while in that area;
- Not introduce prohibited articles into Security Areas;
- Obtain authorization before introducing controlled articles into a Security Area;
- Cooperate with Protective Force personnel during badge checks;
- Cooperate with Protective Force personnel and the Canine Inspection Team during security inspections of vehicles, persons, and/or hand-carried items being brought into or out of a PPA or Security Area.
- Not remove or destroy any door cores or badge readers, unless the SOW in this Subcontract specifically indicates to do so;
- Not duplicate any keys issued;
- Store and protect all keys issued;
- Do not loan an assigned key to another worker without written authorization from the N3B Key Custodian;
- Return all issued keys to the responsible organization Key Custodian when no longer required and inform the RLM and STR of the same;

- *Immediately* report lost or stolen keys in person to the Key Custodian who issued the keys and inform the RLM and STR of the same;
- Adhere to all requirements for escorting individuals who are not authorized to be in a Security Area unescorted. (See Escorting, Section 4.2);
- Do not tailgate, piggyback, or vouch, nor allow another person to do so in PPAs or Security Areas.

4.4 Acknowledgement / Control of Vehicles On-Site

- If requested, SUBCONTRACTOR shall submit to the STR or RLM the make, year and license number of all vehicles that will be used on site.
- Vehicles driven by unbadged drivers delivering construction materials or other supplies will be permitted to enter unsecured areas only if they are under escort by authorized DOE or N3B badged personnel.
- All non-government owned commercial vehicles and heavy duty vehicles (the equivalent of a Ford F350 or larger) will be screened by the Protective Force at the truck inspection station near the intersection of East Jemez Road and NM 4. If the search does not disclose anything of concern, the driver will receive an appropriate pass that will allow entry into their LANL destination.

4.5 Enhanced Security Areas (Not Applicable)

4.6 Security Fences and Barriers

- 4.6.1 SUBCONTRACTOR shall make arrangements through the RLM or STR to ensure that adequate access control is maintained at any temporary openings or penetrations of Security Area boundaries. Such work shall be arranged through the RLM or STR and inspected/approved by the N3B Safeguards and Security Office to ensure there are adequate access controls in place during the temporary opening and that at the end of the work day the temporary openings are repaired / replaced. The RLM or STR shall provide the CA appropriate documentation related to SUBCONTRACTOR compliance with this requirement.
- 4.6.2 At the end of each work day or sooner if required, SUBCONTRACTOR shall repair, replace or provide adequate barriers to preclude unauthorized entry into any Security Area through temporary openings, penetrations, holes dug or cuts in security fences, or through modified gates or other alterations of security perimeters. The repairs shall be inspected / approved by the N3B Safeguards and Security Office at the end of the work day to ensure the temporary openings are repaired / replaced properly.
- 4.6.3 SUBCONTRACTOR shall make arrangements through the RLM or STR to ensure that any planned placement and proximity of equipment and vehicles to security fences and security boundaries does not create an unintended bridge to a Security Area.

4.7 Parking on LANL Premises

- 4.7.1 [Subcontract Workers shall park vehicles in designated parking areas only; and shall obey all posted designations and park in a safe and courteous manner.](#)
- 4.7.2 [Failure to park in designated areas and to obey posted signage shall result in a parking violation. Vehicles that are abandoned or present a safety or security concern are subject to removal at the owner's expense.](#)

G5.0 Personnel Security

5.1 Substance Abuse

The unauthorized use of alcohol and/or illegal drugs or being under the influence of alcohol and/or illegal drugs is prohibited on N3B/LANL sites. N3B's substance abuse policy applies to all who perform work at N3B or Los Alamos National Laboratory as a subcontract worker, guest scientist, visitor, student or other type of worker as it relates to ensuring a work environment that is free from unauthorized or illegal use, possession or distribution of alcohol or controlled substances.

Drugs currently used in CONTRACTOR'S pre-badge and random testing panel include marijuana, cocaine, opiates, heroine, phencyclidine and amphetamines.

The use of medical marijuana is illegal under federal law and therefore is prohibited in accordance with these substance abuse requirements.

SUBCONTRACTOR shall ensure that Subcontract workers comply with all requirements of N3B's Substance Abuse Policy (SAP) which may be accessed electronically at <http://n3binsights.em-la.doe.gov>.

For the purposes of this Exhibit, the term manager as used in the SAP means any or all of the following: STR, N3B manager or staff with oversight of this Subcontract, or on-site Subcontract personnel. Subcontractor workers found to be in violation of N3B's SAP may be restricted from working at N3B and the Laboratory.

SUBCONTRACTOR shall ensure that all lower-tier subcontractors meet the requirements of this section. Failure at any tier, of a SUBCONTRACTOR to comply with the requirements of this section, shall be grounds for the CONTRACTOR to bar the worker of a SUBCONTRACTOR at any tier from work on N3B/LANL property or on the subcontract.

5.1.1 Subcontract Workers shall:

- Be fit for duty and avoid behavior that compromises the health or safety of others or the security of N3B/LANL;
- Notify N3B Safeguards and Security Office, the RLM, STR immediately if cited, arrested or convicted of any drug or alcohol statute violation;
- Notify N3B Safeguards and Security Office, the RLM, STR immediately if they are cited, arrested or convicted of any alcohol-related incident such as (e.g.) DUI, DWI, public intoxication, open container, minor in possession;
- Notify N3B Safeguards and Security Office, the RLM, STR, immediately after any initiation of treatment for any drug or alcohol-related disorder (only required of workers with security clearances);
- Meet with N3B Occupational Medicine promptly when asked to perform a drug and/or alcohol test and fully cooperate with their instructions;
- Provide true and accurate records relating to their use of drugs and alcohol;
- Immediately report accidental ingestion of illegal drugs to N3B Safeguards and Security Office, the RLM, and STR so the appropriate action can be taken.

5.1.2 Pre-badge Drug Testing

Subcontract workers who will obtain a standard (non-Visitor) badge such as a DOE Q, L, Un-cleared; Un-cleared Site-specific LANL; or Cleared/Un-cleared Foreign National badge, shall successfully pass a drug test no more than 60 days before obtaining a standard (non-Visitor) badge.

Subcontract workers who currently hold a standard badge but have not completed a pre-badge drug test, are required to complete the pre-badge drug test prior to working on a N3B subcontract for the first time.

Subcontract workers who currently hold a standard badge and transfer from one N3B subcontract to another without a break in service between subcontracts, are not required to complete a second pre-badge drug test.

Subcontract workers who hold a standard badge and experience a break in service for five (5) or more business days between N3B subcontracts are required to successfully pass a drug test no more than 60 days before re-obtaining a standard badge.

Subcontract workers shall not begin work on this subcontract until a pre-badge drug test is completed and passed, if applicable. The testing will be coordinated and paid for by SUBCONTRACTOR.

A drug testing laboratory used for any N3B required drug test shall be certified by the Department of Health and Human Services Program. A current list of approved drug testing laboratories is published in the Federal Register which can be found at: <https://www.samhsa.gov/workplace/resources/drug-testing/certified-lab-list>

SUBCONTRACTOR shall provide records of pre-badging drug screening to CONTRACTOR upon request.

5.1.3 Random Drug Testing

All Subcontract workers who are issued standard non-Visitor badges from the LANL Badge Office, which include Q, L or Un-cleared badges, are subject to random drug testing while on the N3B/LANL site.

Subcontract workers who are subject to random drug testing under another government testing program will not be included in N3B's random testing pool.

5.1.4 Reasonable Suspicion Drug and/or Alcohol Testing

5.1.4.1 When conducting reasonable suspicion testing, CONTRACTOR may test for any drug.

5.1.4.2 Drug and/or Alcohol testing will be required if:

- A Subcontract worker is reasonably suspected of being impaired by either drugs or alcohol.
- N3B Safeguards and Security, N3B Occupational Medicine or N3B manager or supervisor determines that there is reasonable suspicion that the subcontract worker may have violated this procedure.
- The subcontract worker is the subject of a drug-detection dog alert and/or possesses property that has caused a drug-detection dog alert.
- A N3B manager or supervisor observes worker behavior commonly associated with alcohol or substance abuse such as unexplained chronic tiredness, tardiness, absence patterns, odor of alcohol, slurred speech, unsteady gait, etc. The manager or supervisor shall discuss the observed behavior with the worker as appropriate and make a referral to N3B Occupational Medicine for an evaluation of the worker.

5.1.4.3 Drug and/or alcohol testing may be required if:

- An incident or accident results in a serious injury or had the potential for serious injury occurs at work.
- N3B Occupational Medicine determines that unannounced, periodic testing is medically appropriate as indicated within the context of *Fitness for Duty* monitoring.
- It is related to security clearances or applications for security clearances.
- When conducting occurrence testing, CONTRACTOR may test for any drug.

5.1.5 Other Testing

Drug and/or alcohol testing shall be required if:

- A non-vehicular incident or accident occurs at work that results in a serious injury or had the potential for serious injury.
- A vehicle accident that results in or had the potential for injury while driving any government-owned vehicle (including motorized equipment) on or off N3B/Laboratory property; or while driving any private vehicle (including rental vehicles) within the boundaries of a N3B/Laboratory Technical Area. [Note: N3B Safeguards and Security will determine whether to require testing under these circumstances]
- It is necessary when related to security clearances or applications for security clearances.

5.1.6 Testing Conduct

CONTRACTOR'S Security organization has oversight of all drug and alcohol testing on-site at N3B for random, reasonable suspicion and other testing. All drug collections and alcohol testing are conducted in accordance with 49 CFR Part 40 and 10 CFR Part 707. All testing (except pre-badge drug testing) will be conducted and paid for by the CONTRACTOR.

5.1.7 Confirmed Positive Drug and/or Alcohol Test

The Requester or STR and N3B manager shall take the following actions if a Subcontract worker has a confirmed positive drug test:

- Immediately stop the worker from performing any additional work on site;
- Immediately notify Subcontract worker's management that the worker's badge is being pulled;
- Ask the worker to report back to his/her employer because his/her assignment is being terminated when a drug test is confirmed positive;
- Ask the worker to call a relative or friend to take him/her home when an alcohol test is confirmed positive;
- Confiscate the worker's badge and return it to N3B Security;
- Consult with N3B Occupational Medicine to determine whether the worker should have a medical evaluation prior to driving;
- If alcohol related, instruct worker to report to N3B Human Resources the next work day, prior to performing any work duties, for a Fitness for Duty evaluation unless the assignment is terminated.
- Coordinate with the N3B S&S to ensure proper notifications are made regarding test results and any changes to the subcontract worker's assignment.

5.1.8 Failure to Show or Refusal of Drug and/or Alcohol Test

- If a Subcontract worker fails to show up for a test after being contacted, such failure shall be treated in the same manner as a confirmed positive.
- If a Subcontract worker refuses to be tested, such refusal shall be reported and treated as a confirmed positive.
- Failure to cooperate and submit to a drug/alcohol test shall be grounds for the CONTRACTOR to bar the worker from the N3B/LANL site and work on the subcontract.

5.1.9 Drug Detection Dogs may be used:

- On all Laboratory property (DOE-owned, leased or rented property for LANL) including, but not limited to parking lots.
- In and around worker's privately-owned vehicles parked on Laboratory property.
- In and around work areas.
- In and around desks, lockers and other containers assigned to workers.

5.1.9.1 If illegal drugs are found on a Subcontract worker's person by using drug-detection dogs, the Requester or STR and N3B manager shall take action as outlined in Subsection 5.1.6.

5.1.9.2 If illegal drugs are not found, but the drug-detection dogs alert to the scent of illegal drugs in private property owned by a worker or in a work area, desk, locker or other container assigned to a certain employee and no illegal drugs are actually found, the N3B Security Team shall notify the subcontract worker's N3B manager of a drug-detection dog alert. Additional action may be taken if behavior is observed by the N3B manager that may pose an immediate threat to the health and safety of the worker or others or a potential threat to security.

5.1.10 Off-site Behavior

The unlawful manufacture, distribution, dispensing, possession, use, transfer or sale of controlled substances is prohibited regardless of whether this occurs at the workplace, on N3B/Laboratory business, or on an individual's private time or property. These and other violations of this substance abuse policy are considered connected to work with or at N3B/LANL and may result in the termination of a Subcontract worker's permission to work on DOE/N3B/LANL property or on the subcontract, regardless of whether or not the misconduct occurs during work hours or on N3B/Laboratory premises.

5.2 Badges

SUBCONTRACTOR shall ensure compliance with the badge requirements outlined in the following subsections. Any individual performing work under this subcontract shall obtain a DOE or LANL badge. (Subcontract workers, Guests and Affiliates)

All badges issued by the LANL Badge Office are accountable. SUBCONTRACTOR shall ensure that every badge issued under this subcontract is returned to the LANL Badge Office. SUBCONTRACTOR shall also timely report any lost or stolen badges to the N3B Safeguards and Security Office. Failure to return DOE security and site-specific (LANL) badges will result in denial of future badging services to the badge holder.

5.2.1 General Badging Requirements

5.2.1.1 A Subcontract Worker who is submitted for a standard DOE-Cleared or Uncleared badge or a LANL-Only Site-specific badge shall provide Real ID approved proof of U.S. citizenship to the LANL Badge Office at the time of badging. The following applies regardless of the length of time that a Subcontract Worker will be on site.

5.2.1.2 Proof of citizenship includes an original photo identification card, such as a current and valid state driver's license or passport and an original of one of the following five secondary evidence documents:

- For a Subcontract worker born in the U.S., a birth certificate filed for record shortly after birth and certified with the registrar's signature is required. A delayed birth certificate (one created when a record was filed more than one year after the date of birth) is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. All documents submitted as evidence shall be original or certified.
- For a Subcontract worker claiming citizenship by naturalization, a Certificate of Naturalization showing the individual's name is required. (*Form N550 or N570*)
- For a Subcontract worker claiming citizenship acquired by birth abroad to a US citizen, one of the following (showing the worker's name) is required: Certificate of Citizenship issued by the Immigration and Naturalization Service; Consular Report of Birth Abroad of a Citizen of the United States of America (*Form FS240*); or Certificate of Birth (*Form FS 545 or DS 1350*).
- A current US passport.
- A record of Military Processing-Armed Forces of the US (*DD Form 1966*) provided it reflects that the worker is a US citizen.

5.2.1.3 A Subcontract Worker who is a US citizen, does not currently hold a DOE badge and meets applicable requirements, shall be issued a DOE Uncleared badge or LANL-Only Site-specific badge.

5.2.1.4 A Subcontract Worker who is either a Cleared or an Uncleared foreign national shall be badged in accordance with current DOE and LANL policies. The Subcontract worker shall wear a photo badge whenever on DOE property (i.e. N3B/LANL) or N3B/LANL-leased premises.

5.2.1.5 Individuals who falsely certify their citizenship will be removed from the N3B/Laboratory and will be denied future access to N3B/LANL. This will be reported to the appropriate N3B/LANL organizations for investigation and other external organizations as necessary.

5.2.2 Obtaining a Badge

5.2.2.1 Worker (US Citizen) Requirements

- A Subcontract worker shall obtain either a DOE or a LANL badge before performing any work at N3B.
- A Subcontract worker shall present identification as required by the Badge Office before being issued a badge.

5.2.2.2 Official Visitor (US Citizen) Requirements

- An Official Visitor shall obtain a badge in accordance with this document;

- An Official Visitor shall wear a badge issued by the LANL Badge Office whenever on N3B/Laboratory Property;
- Uncleared Official Visitors shall receive a briefing that covers safety and security requirements relevant to the work they will be performing;
- Uncleared Official Visitors who falsely certify their citizenship will be removed from N3B/Laboratory and will be denied future access to N3B/LANL. This breach will also be reported to the appropriate N3B/LANL organizations.

5.2.3 Subcontract Workers shall:

- Complete training requirements before receiving a badge (see Section 3.4.2 for training details);
- Wear the badge, photo-side out, above the waist, on the front side of the body, at all times while on N3B/DOE-owned property/LANL or on CONTRACTOR leased or rented premises;
- Remove the badge and protect it from public view when leaving N3B/DOE-owned property or CONTRACTOR leased or rented premises;
- Present the badge whenever requested by Protective Force personnel, N3B host, or the N3B Security Group;
- Not allow other individuals to use their badge under any circumstances;
- Minimize the number of instances of temporary badge issuance and replacement of lost badges;
- Ensure the badge is never photocopied;
- Return an issued badge to the Badge Office (via the RLM or STR as appropriate) following termination of employment, badge expiration, end of assignment, or completion of a visit. Subcontract Workers are not permitted to retain badges for any reason.
- Failure to return DOE security and LANL site-specific badges will result in denial of future badging services to the badge holder.

5.2.4 Badge Expiration Dates

5.2.4.1 Badges may be issued for the term of the subcontract. However, a SUBCONTRACTOR shall only request a badge for the period of time in which a Subcontract Worker will be utilized on this subcontract.

5.2.4.2 SUBCONTRACTOR shall abide by the following end date requirements:

- When a Subcontract Worker is working multiple subcontracts all outside of Security Areas, the earliest end date among the subcontracts will be the badge end date.
- When a Subcontract Worker holds a clearance (i.e., access authorization) under multiple subcontracts, the badge end date is based on the subcontract that is designated as the "primary" subcontract.
- When a Subcontract Worker holding a clearance (i.e., access authorization) is performing work under multiple subcontracts held by a Subcontractor that has received a favorable FOCI determination, the earliest end-date among those subcontracts is used. A new badge will need to be requested if there is any work to be performed that extends beyond the earliest end-date within a Security Area.

5.2.4.3 If a subcontract is going to be extended, SUBCONTRACTOR shall renew a Subcontract Worker's badge within 30 days prior to its expiration.

5.2.5 Lost or Stolen Badge(s)

5.2.5.1 Lost or stolen badges shall be reported to the N3B Safeguards and Security Office within 24 hours or the next business day after discovery of the loss, whichever is soonest. The RLM or STR shall also be notified. The individual badge holder shall go to the LANL Badge Office and complete a written affidavit (*Form 1672*) *Notification of Permanent Inactivation of Badge* in order to obtain a

replacement badge.

- 5.2.5.2 In addition to 5.2.5.1, if a badge is stolen, the individual badge holder shall report the theft to the N3B Security Office and inform the STR or RLM by the next business day of discovery of the loss.

5.3 Clearances (i.e., access authorizations)

SUBCONTRACTOR shall follow all clearance requirements outlined below and shall not permit any individual to have access to classified information; except when access to classified information is determined by proper clearance and the need-to-know.

The requirements for securing eligible personnel and proper personnel security clearances (i.e., access authorizations) for "L" and "Q" work and for complying with other security regulations and procedures shall not be considered cause for an extension of time for performance of the subcontract work or for extra payments under the subcontract. However, the cost of processing DOE "Q" or "L" access authorizations will be borne by the Government.

5.3.1 Requesting an Initial Clearance

SUBCONTRACTOR shall ensure that Subcontract Workers:

- Provide information required to request a clearance, including, but not limited to, proof of citizenship, Personal Identification Verification (PIV) documents, fingerprints, residence, work, education, military history, and personal references, as well as specific information regarding any legal, financial, mental health or loyalty issues;
- Have had a complete a background investigation and testing for illegal drugs;
- Verify the Subcontract Worker's record is active in the system, correct and complete through the RLM or STR, including employer and subcontract number and that the worker is working on a FOCI approved contract;
- Complete a *Clearance Request/Recertification/Suitability Form* (DOE F 472.1C) signed by a LANL RLM.
- Complete an online (e-QIP) *Questionnaire for National Security Positions QNSP* (SF-86) and attendant clearance documents when requested by the N3B Safeguards and Security Office
- Meet with Clearance Processing Security Specialist and/or provide written responses to additional requests for information from Clearance Processing.

5.3.2 Clearance Processing Critical Reporting Elements

SUBCONTRACTOR shall ensure that subcontract workers holding a cleared DOE-standard badge, report any of the following events to Clearance Processing, the RLM and STR within **one (1)** working day of the occurrence unless otherwise stated:

- All arrests, criminal charges (including charges that are dismissed) or detentions by Federal, state, or other law enforcement authorities for violations of the law (other than traffic violations for which only a fine of \$300 or less was imposed), within or outside of the US, unless the traffic violations were drug or alcohol related;
- Personal or business-related filing for bankruptcy;
- Any use of an illegal drug, or use of a legal drug in a manner that deviates from approved medical direction;
- Garnishment of wages;
- Legal action effected for name change;
- Change in citizenship;
- Employment by, representation of, or other business-related association with a foreign or foreign-owned interest or foreign national;
- Any hospitalization for mental illness; treatment of drug abuse; or treatment for alcohol abuse;
- Any matters of potential counter-intelligence interest, including but not limited to approaches by individuals seeking unauthorized access to classified information or matter or SNM. If such an approach or contact is made while on foreign travel, workers should notify a Department of State official at the local US Embassy or

- Consulate;
- Termination of employment - also notify the RLM and STR;
- When the clearance holder or applicant is transferred from one company subcontract to another company’s subcontract with N3B;
- Change in duties resulting in a clearance no longer being required;
- Leave of absence or extended leave not requiring access to classified information or matter, or SNM for 90 consecutive working days;
- Leave for foreign travel, employment, assignment, education, or residence for more than three months, not involving official US Government business even if employment continues with the subcontractor.

5.3.3 Security Termination Requirements for Departing Subcontract Workers

Cleared Subcontract workers who are terminating work under a N3B Subcontract at N3B for any reason shall meet all the federal and local requirements for departing workers.

Subcontract workers shall complete all clearance-related departure requirements. Some termination procedures are mandated by federal law. Failing to comply with the requirements can hinder or prevent a worker’s future efforts to obtain a security clearance or badging services at LANL. Failure of a Cleared worker to follow proper termination procedures is also reported to /DOE by N3B Security Personnel.

Clearance-related requirements for departing Subcontract workers include the following:

- **Termination Briefing** - the Subcontract worker shall attend a termination briefing conducted by N3B Security Personnel or SUBCONTRACTOR management; and submit a completed *Safeguards and Security Clearance Termination Briefing Form* to N3B Security Personnel.
- **Security Termination Statement** - the Subcontract worker shall sign and submit a *Security Termination Statement* (DOE Form 5631.29) to N3B Safeguards and Security.
- **Surrender DOE Access Credentials** - the Subcontract Worker shall surrender his or her security badge to the N3b Security Office, while coordinating with the RLM and STR.

For each event listed below, the required action shall be carried out within **two (2) working days** of the Event described in the first column of the table.

Event	Do Termination Briefing & Form, and Submit DOE Form 5631.29	Return These Badges
Subcontract Worker’s employment terminated	Individual Subcontract Worker	Subcontract Worker’s badge, whether Cleared or Uncleared, including expired
Subcontract Worker transferred from subcontract	Individual Subcontract Worker	Subcontract Worker’s badge, whether Cleared or Uncleared, including expired
Clearance no longer required	All Subcontract Workers	All Cleared “L” or “Q” badges, including expired
Subcontractor’s FOCI approval withdrawn or terminated	All Subcontract Workers	All Cleared “L” or “Q” badges, including expired
Subcontract completed or terminated	All Subcontract Workers	All badges, whether Cleared or Uncleared, including expired

- SUBCONTRACTOR shall ensure that any Subcontract Worker who holds a clearance and is no longer working on this subcontract, follows the security clearance termination process outlined above.
- SUBCONTRACTOR shall notify N3B Safeguards and Security Office, the RLM, STR of any Event that changes the status of a worker’s need for a badge.

5.3.4 Clearance Renewals or Reinvestigations

SUBCONTRACTOR shall ensure that a Subcontract Worker whose clearance is being renewed or reinvestigated:

- Completes the reinvestigation e-QIP package every 5 years for Q clearance holders or every 10 years for L clearance holders.
- Completes the LANL Annual Security Refresher Training before the effective date of the training expiring and access is therefore denied.

5.4 Foreign Ownership, Control or Influence (FOCI) **(Not Applicable)**

G6.0 Information Security

Subcontract Workers shall not disclose N3B data collected, created, processed, transmitted, stored or disseminated by SUBCONTRACTOR in performance of this subcontract, unless each case of such disclosure is specifically approved by the N3B Data Owner and the N3B S&S.

Subcontract Workers shall ensure LANL data utilized in the performance of this subcontract is not used for any other purpose that has not been specifically approved by the LANL Data Owner.

6.1 Official Use Only (OUO) and CONTRACTOR Proprietary (CPI) Information

OUO and CPI information is unclassified with the potential to damage government, commercial or private interests if disseminated to persons who do not have a need-to-know the information to perform their jobs or other DOE-authorized activities. CPI includes any information relating to the business, operations and programs of N3B not generally known by persons not employed at N3B.

Personal Identifiable Information (PII) is a type of OUO. PII is any information collected or maintained by DOE or CONTRACTOR about an individual, including but not limited to education, medical history, financial transactions and employment history; and information that can be used to distinguish an individual's identity.

SUBCONTRACTOR shall protect OUO and CPI information from unauthorized dissemination (e.g. to persons who do not require the information to perform work under this subcontract) and shall follow all requirements for OUO and CPI documents specified below.

CONTRACTOR shall impose an administrative penalty under this subcontract if:

- OUO information from a document marked as containing OUO information is intentionally released to a person who does not need to know the information to perform their job
- A document marked as containing OUO information is intentionally or negligently release to a person who does not need to know the information to perform their job
- A document that is known to contain OUO information is intentionally not marked
- A document that is known to not contain OUO information is intentionally marked as containing such information

6.1.1 Access

No security clearance is required for access to OUO or CPI. Access to OUO and CPI information shall only be provided to those persons who have a need to know.

If OUO information is Export Control Information (ECI) access is restricted to US persons, defined as citizens and Lawful Permanent Residents. Access to ECI (including parts, tools, material and equipment fabricated from ECI specifications and drawings) by non-Permanent Resident Alien foreign nationals is prohibited.

If OUO information is Applied Technology (AT) it is subject to access restrictions established by the DOE Program Office.

6.1.2 Storing

OUO and CPI information shall be stored in a locked room or locked receptacle (e.g. desk, file cabinet, safe). OUO and CPI information stored on a computer shall meet all N3B password, authentication, encryption, or file access control requirements to protect the files from unauthorized access.

6.1.3 Reproduction / Printing

All copies of N3B OUO and CPI (including 3-D print prototypes) must be protected, accessed, stored, marked, transmitted and destroyed in the same manner as the originals.

6.1.4 Transmitting

E-mail messages that contain OUO or CPI information shall indicate OUO or CPI in the first line, before the body of the text. OUO or CPI disseminated over networks outside of N3B should be encrypted with NIST-validated encryption software (e.g., Entrust®).

PII information that is disseminated over networks outside of N3B shall be encrypted with NIST-validated encryption software.

In the case of hard copies being sent outside of N3BL - OUO or CPI shall be placed in a sealed, opaque envelope marked with the recipient's name, a return address and the words "To Be Opened by Addressee Only". For interoffice mail within N3B, OUO or CPI shall be placed in a sealed, opaque envelope with the recipient's address and the words "To be Opened by Addressee Only" on the front of the envelope.

6.1.5 Destroying

Users are not required to destroy electronic media that contains OUO or CPI. However, disks should be overwritten using approved software before they are thrown away. Hard copy OUO or CPI documentation shall be destroyed by using an approved shredder (strips no more than ¼ inch wide).

6.1.6 Export Controlled Information Restrictions

The work to be performed under this subcontract includes N3B technical data; the export of which is restricted by the Arms Export Control Act (22 U.S.C. §2751, et seq.), the Atomic Energy Act of 1954, as amended (42 U.S.C. §2011) or the Export Administration Act of 1979, as amended (50 U.S.C. §2401, et seq.). Violations of these laws may result in severe administrative, civil, or criminal penalties. Further dissemination must be pre-approved by Los Alamos National Laboratory.

6.2 Unclassified Controlled Nuclear Information (UCNI)

UCNI is certain unclassified but sensitive government information where unauthorized dissemination is prohibited. UCNI is intended to be viewed only by those individuals with a need-to-know to perform their official duties or DOE-authorized activities. SUBCONTRACTOR shall protect such information from unauthorized dissemination and shall follow all requirements for UCNI documents specified below.

6.2.1 Access

No security clearance is required for access to UCNI; however, access is permitted only to those authorized for routine or special access and those who have a need-to-know. UCNI stored on a computer shall be restricted (passwords, authentication, file access control encryption and offline storage) to only those who have a need-to-know.

6.2.2 Storing

When using UCNI, physical control shall be maintained over the material to prevent unauthorized access to the information. When not in use UCNI matter shall be stored in a locked room or receptacle (e.g. desk, file cabinet, bookcase or safe). The locked receptacle shall have controls that limit access to only approved workers. UCNI stored on a computer shall meet all LANL password, authentication, encryption or file access control requirements.

6.2.3 Reproduction / Printing

Reproduced copies of documents or media that contain UCNI (including 3-D print prototypes) must be protected, accessed, stored, marked, transmitted and destroyed in the same manner as required for the originals.

6.2.4 Transmitting

Ensure that UCNI is marked correctly prior to transmitting it over any media. Only a qualified N3B Reviewing Official can identify and mark UCNI. Contact the N3B Safeguards and Security Office through the RLM or STR for assistance.

When transmitting UCNI over telecommunication circuits (including telephone, fax, radio, e-mail or Internet) encryption algorithms that comply with all applicable Federal laws, regulations, and standards for the protection of UCNI shall be used.

Transmission over open phone lines is prohibited. A Secure Terminal Equipment (STE) line is required. All cellular devices, including N3B-issued smart phones such as iPhones must be turned off completely when in proximity to UCNI discussions.

UCNI documents shall be transmitted using a fax machine that employs encryption. When transmitted via fax or e-mail outside N3B, UCNI shall be encrypted with NIST-validated encryption software. E-mails with UCNI attachments are considered transmittal documents and shall be marked and encrypted as such.

If mailing outside of N3B, an opaque envelope shall be used and the outer packaging shall not indicate that the content within is UCNI. For interoffice mail, an interoffice envelope shall be used and mailed through standard interoffice mail, but do not indicate that the content is UCNI. When using e-mail, UCNI shall be encrypted with NIST-validated encryption software such as Entrust®.

6.2.5 Destroying

Users are not required to destroy electronic media that contain UCNI. Disks should be overwritten using approved software before they are discarded. Hard copy UCNI documents are to be destroyed by shredding in an approved shredder (cross-cut particles no larger than ¼ inch wide and 2 inches long). SUBCONTRACTOR shall coordinate with the N3B Safeguards and Security Office through the RLM or STR to properly destroy UCNI information.

6.2.6 Noncompliance Consequences

SUBCONTRACTOR'S failure to comply with the requirements pertaining to UCNI may result in the imposition of a civil and/or criminal penalty for each violation.

6.3 Classified Matter and Material (**Not Applicable**)

G7.0 Controlled Portable Electronic Devices / Wireless Technology

N3B's level of control on wireless computing devices and on other controlled portable articles depends on the type of device, who owns it (Government or non-Government), where it will be located and how it will be used. Microphone, camera, storage and transmit/wireless capabilities restrict where a device may be carried or used without additional approval or authorization.

7.1 Controlled Portable Electronic Devices (PEDs)

Controlled PEDs are easily portable, stand-alone devices that can store, read, write, record or transmit data or information. Certain controlled PEDs can read and/or write nonvolatile information and plug into a computer. They are not stand-alone devices like other types of controlled PEDs.

Controlled PEDs are not permitted in Security Areas without prior authorization.

SUBCONTRACTOR shall ensure that controlled PEDs are not brought into a Security Area without prior written approval from the Cyber Information Security Office with concurrence by the RLM or STR. Additional N3B/LANL site-specific requirements may exist and shall be followed as appropriate.

Controlled PEDs include:

- Cell phones, smart phones, cordless phones, Blackberry devices, two-way pagers, two-way radios;
 - *Instant Messaging, including text messages shall not be used for discussion of, or creation of records for official LANL business.*
- Smart watch, fitness trackers with Bluetooth, USB or other connect/transmit capabilities;
- Recording equipment (audio, video, optical, or data);
- Copiers or scanners with hard drives;
- Radio frequency (RF) transmitting equipment (including ankle monitoring devices), Infrared (IR) or other wireless transmission capabilities;

- Electronic equipment with a data exchange port capable of being connected to automatic information system equipment;
- Portable computers, including but not limited to: laptops, tablet computers, personal digital assistant (PDAs), palm-top computers, Blackberry devices, Notebooks, iPhones or iPads and watches;
- Portable electronic reading, web-browsing and data collection devices with WiFi or USB connectivity, including but not limited to: Kindles, iPads, Nextbook Tablets, Nook eReaders, Sony Digital Readers or iPods;
- Any device with a capability to connect to computers or use wireless communications;
- All types of Cameras - video, still, digital, film, tablet computers or in cell phones. If the use of cameras - either inside or outside of a Security Area is deemed mission essential - then use of cameras shall be authorized via coordination with the STR, the RLM and the N3B Safeguards and Security Office prior to the use of such cameras. (*Form 1897PA*) A Subcontract worker using a non-government owned camera on Laboratory property shall possess a valid DOE/LANL badge.
- CD / DVD write drives
- External hard drives
- Flash memory (i.e. PC cards, SD memory cards)
- USB memory devices (i.e. thumb drives, memory sticks, jump drives)

7.2 Approvals Required Before Commencement of Work

- 7.2.1 Prior to the introduction of any controlled PEDs into a Limited Area or connected to a N3B-owned system, approval shall be obtained from the Cyber Information Security Office. The RLM or STR shall also be informed.
- 7.2.2 Prior to any wireless operation on wireless projects (unclassified or classified) approval shall be obtained from N3B's Cyber Information Security Office. The RLM or STR shall also be informed. Violations of this requirement may constitute a security infraction, and may result in administrative actions up to and including exclusion of a Subcontract Worker from N3B/LANL and/or from working on this subcontract.
- 7.2.3 Subcontractors using wireless technology, including construction sites, need to obtain certification and approval from the Cyber Information Security Office prior to engaging wireless technology.

7.3 Rules for Using Authorized Controlled PEDs in Security Areas

Authorized controlled PEDs with audio recording or data transmitting capabilities in Security Areas shall be turned off (for UCNI), batteries removed (for classified) or placed in an approved Radio Frequency container whenever:

- A classified or UCNI discussion or phone call is taking place within audible range;
- Classified or UCNI computer processing is taking place in the immediate area of the device;
- Classified or UCNI faxing is taking place within the immediate area of the device; and
- Classified or UCNI copying is taking place on a digital copier in the immediate area of the device.

It is the responsibility of subcontract workers to be cognizant of classified or UCNI activities that may be occurring in adjacent work areas. Workers shall confirm that no classified or UCNI activities area taking place in the immediate vicinity prior to using the authorized controlled article.

7.4 Wireless Device Requirements

- 7.4.1 The use of devices with wireless connectivity such as computing, cellular and printing devices with "Bluetooth" technology, or wireless networking protocol is prohibited anywhere at LANL, including all LANL property and leased space except for certain defined areas. Wireless devices cannot be connected to N3B/LANL computing assets or networks. Such capabilities shall be disabled unless the activity has been approved by the N3B Cyber Information Security Office. It is the user's responsibility to know what devices they possess, the capabilities of those devices and to ensure that wireless capabilities have been disabled.

- 7.4.2 The use of wireless networking, Bluetooth and cell phone technologies is allowed in public areas of the Bradbury Science Museum, the Otowi Cafeteria and public access areas outside buildings such as roadways, sidewalks and parking lots.
- 7.4.3 The use of wireless networking is not restricted in non-LANL occupied areas of LANL-leased properties such as Canyon Complex, White Rock Training Center, the Research Park and Central Park Square.
- 7.4.4 These wireless device requirements do not apply to the wireless computing capability used by Subcontractor delivery and shipping workers in the N3B receiving area outside of a building.
- 7.4.5 Active wireless devices that have prior approval to be in a PPA and/or Limited Area shall be labeled (company sticker, owner's name) to identify Subcontractor ownership.
- 7.5 N3B and Other Government-owned Wireless Devices
 - 7.5.1 Government-owned cell or satellite phones shall be disabled when inside a Limited Area or higher Security Areas.
 - 7.5.2 All N3B and government-issued cellular devices including smart phones such as iPhones shall be turned off completely when in proximity to UCNi activity.
 - 7.5.3 Only LANL-issued smart phone devices, applications and accessories may be carried in Limited Areas.
 - 7.5.4 Government-owned computing controlled articles (e.g. laptops, palmtop computers and PDAs) shall follow access control requirements such as username and password.
 - 7.5.5 Government-owned computing controlled articles shall use anti-virus software to detect malicious activity where the capability exists.
 - 7.5.6 Government-owned unclassified controlled articles are not permitted to connect to any N3B computer or network or store N3B sensitive data without approval from N3B management.
- 7.6 Non-government Owned Controlled PEDs
 - 7.6.1 Non-government owned controlled PEDs are prohibited in Limited Areas and higher security areas.
 - 7.6.2 All non-government owned cellular devices including smart phones such as Blackberries shall be turned off completely when in proximity to UCNi activity. Batteries must be removed when in proximity to classified activity.
 - 7.6.3 Non-government owned controlled PEDs may not be connected to any N3B-owned information system or network (classified or unclassified) without written approval and may not be used to store any sensitive or classified government information without written approval.
 - 7.6.4 Non-government owned controlled PEDs shall not store or process government controlled unclassified information; unless formal approval has been granted and full disc encryption is utilized.
 - 7.6.5 When privately-owned vehicles are allowed to enter a Limited Area, controlled PEDs that are attached to the vehicle (i.e. built-in cell phones, On Star and CB radios) shall be turned off if capable and left in the vehicle. Additional restrictions may apply in some areas and Subcontract workers shall follow local controls.
- 7.7 Non-government Wireless Computing Devices
 - 7.7.1 N3B management approval may be required before bringing a non-government computing device (e.g. laptop, Tablet computer, iPhones, iPad) into a Property Protection Area based on local security requirements.
 - 7.7.2 N3B Cyber Information Security Office approval is required if computing devices will be in a Security Area or connected to the N3B network.
 - 7.7.3 N3B management approval is required before connecting a non-government computing device to a N3B network.

- 7.7.4 Non-government owned wireless computing devices shall be authorized prior to connecting to any N3B/LANL wireless computing resource.
- 7.8 Connecting to Presentation Systems and Using Equipment Remote Controls
 - 7.8.1 Non-government owned controlled PEDs may be connected to stand-alone presentation equipment and stand-alone systems in PPAs provided:
 - 7.8.1.1 The information system has virus detection software active, automatically scanning for malicious code and using the most current definition file and,
 - 7.8.1.2 The information system shall not contain any sensitive information that the controlled article owner does not have authorization to access.
 - 7.8.2 N3B allows Radio Frequency (RF) keyboards everywhere.
 - 7.8.3 N3B allows RF and Infrared (IR) remote controls on unclassified presentation equipment (audio, video, etc.) in unclassified workspace without restrictions.
 - 7.8.4 N3B does not allow RF and IR remote controls on classified computers.
 - 7.8.5 IR and RF remote controls are permitted to control projectors.

G8.0 Contacts

Name	Telephone	Email
Security After-hours On-call Officer cell phone	505-412-3121	
Badge Office	505-667-6901	badge@lanl.gov
Emergency Management & Response	505-667-6211	
Fire, Bomb Threat, etc.	911	
Physical Security Team	505-667-2510	
Protective Force	505-667-4437	
Protective Force After Hours Reporting (Central Alarm Station)	505-665-7708	
Protective Force After Hours Shift Commander	505-665-1279	

G9.0 Required Notifications

SUBCONTRACTOR shall notify the Requester, STR immediately, whenever a change in the scope of the work to be performed has been identified or requested. The Requester or STR shall then notify the appropriate security expert so that any security modifications can be made to the approved Exhibit G in response to the change in the scope of work.

G10.0 Additional Requirements

Exhibit G is required to be updated annually.

Attachment G1

EXHIBIT G PHYSICAL SECURITY SECURITY REQUIREMENTS

Vendor Name (if Applicable): Cultural Change Contract
RQ-0004584
06/28/2023

REQUIRED REVIEWS AND APPROVALS

Reviewed By:

Mario L. Chavez

Name of Security Specialist

Mario L. Chavez

Signature

06/28/2023

Date



NON-DISCLOSURE AGREEMENT RFP-0001286

This Confidentiality Agreement (hereinafter “Agreement”) is dated the ____ day of _____, 20____ and is between Newport News Nuclear BWXT-Los Alamos, LLC (hereinafter “Company” or “N3B”) and _____ (hereinafter “Recipient”). Company and Recipient are hereinafter known as the “Parties” to this Agreement.

WHEREAS, the Company must disclose certain business-proprietary information and government-owned data in order for the Recipient to perform duties related to technical services and advice; and

WHEREAS, the Company’s disclosure of such business-proprietary and other information to the Recipient is in furtherance of those duties and services, which are to the mutual benefit of the Parties

THEREFORE, the Recipient agrees as follows:

1. “Proprietary Information” means knowledge, no matter how communicated or stored, belonging to Company or the government that is not generally known, or could be used by Company or by others for direct or indirect economic gain through the information’s use, disclosure, or both, and is identified as such or marked as “Confidential,” “Proprietary,” or “Private,” or, in the case of data, bears a restrictive legend or is government-owned. Proprietary Information in other than tangible form (e.g., orally, visually, electronically or like manner) may be identified as Proprietary at the time of disclosure or be reasonably identified as such by its nature. Notwithstanding the above requirement for marking or other identification of Proprietary Information, all drafts, revisions, and final documents that, in whole or in part, comprise or include proposals, proposal information, financial data or strategic plans of Company shall be deemed “Proprietary Information” and handled as such, without the requirement of marking or other form of identification.
2. Company grants to the Recipient the right to use Company- or government-owned Proprietary Information and non-proprietary information solely for the purpose described herein. The Recipient will receive and hold such Proprietary Information and all other Company information in confidence and will not disclose it to any third parties, including governmental authorities, unless:
 - (a) The Recipient can demonstrate that such information was already known to it at the time of initial disclosure.
 - (b) Such information has been or becomes published, patented in any country, or is or becomes generally known in the trade other than by a breach of this Agreement.



3. The Recipient will make appropriate arrangements to insure that he/she complies with the obligations under this Agreement and shall limit access to such non-proprietary and Proprietary information to those individuals approved in advance by Company who need the information for the stated purposes.
4. The Recipient shall not disclose, copy or otherwise reproduce, in whole or in part, any information entrusted to it under this Agreement without the Company's prior written permission, and shall return any and all written non-proprietary of Proprietary information at the end of the period stated in paragraph 7, or upon request of the Company, whichever occurs first.
5. At the termination of this Agreement, or upon the request of Company, the Recipient shall destroy or otherwise disposition as the Company may direct all materials prepared by Recipient or his agents based on the documents, disclosures, and discussions with the Company, or upon inspection of facilities or discussions with employees of the Company or others pursuant to this Agreement.
6. Recipient hereby agrees that Recipient shall comply with applicable U.S. Government security regulations and all export controls laws and regulations of the United States. The Recipient shall not export or cause to be exported, whether by removal from the United States or by disclosure to a foreign person within or outside the United States, any articles, information, software or technical data disclosed under this Agreement.
7. This Agreement shall cover all non-proprietary information disclosed by the Company to the Recipient from a **period beginning 6/29/2023 and shall remain in force for 5 years**, unless extended by mutual agreement of the Parties. **The requirement to protect Company's Proprietary Information survives this Agreement and shall remain in effect in perpetuity.**
8. Legal fees associated with this disclosure agreement are the responsibility of the Recipient.

This Agreement shall cover all confidential information disclosed by Company to the Recipient from a period beginning on the date first entered above and shall remain in force into perpetuity.

Recipient

By: _____

Title: _____

Date: _____

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5463 Revision No.: 19 Date Of Last Revision: 12/27/2022
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico County of Los Alamos

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.12
01012 - Accounting Clerk II		19.23
01013 - Accounting Clerk III		21.52
01020 - Administrative Assistant		26.61
01035 - Court Reporter		20.47
01041 - Customer Service Representative I		14.00***
01042 - Customer Service Representative II		15.75***
01043 - Customer Service Representative III		17.17
01051 - Data Entry Operator I		14.45***
01052 - Data Entry Operator II		15.76***
01060 - Dispatcher, Motor Vehicle		19.80
01070 - Document Preparation Clerk		15.76***
01090 - Duplicating Machine Operator		15.76***
01111 - General Clerk I		12.77***
01112 - General Clerk II		13.93***
01113 - General Clerk III		15.63***

01120 - Housing Referral Assistant	22.07
01141 - Messenger Courier	12.85***
01191 - Order Clerk I	14.45***
01192 - Order Clerk II	15.76***
01261 - Personnel Assistant (Employment) I	17.69
01262 - Personnel Assistant (Employment) II	19.80
01263 - Personnel Assistant (Employment) III	22.07
01270 - Production Control Clerk	25.49
01290 - Rental Clerk	14.92***
01300 - Scheduler, Maintenance	17.69
01311 - Secretary I	17.69
01312 - Secretary II	19.80
01313 - Secretary III	22.07
01320 - Service Order Dispatcher	17.69
01410 - Supply Technician	26.61
01420 - Survey Worker	18.65
01460 - Switchboard Operator/Receptionist	14.82***
01531 - Travel Clerk I	12.30***
01532 - Travel Clerk II	13.31***
01533 - Travel Clerk III	14.26***
01611 - Word Processor I	15.76***
01612 - Word Processor II	17.69
01613 - Word Processor III	19.80
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.93
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82***
05070 - Automotive Worker	15.82***
05110 - Mobile Equipment Servicer	13.50***
05130 - Motor Equipment Metal Mechanic	18.12
05160 - Motor Equipment Metal Worker	15.82***
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62***
05250 - Motor Vehicle Upholstery Worker	15.82***
05280 - Motor Vehicle Wrecker	15.82***
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82***
05370 - Tire Repairer	12.64***
05400 - Transmission Repair Specialist	18.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.04***
07041 - Cook I	12.17***
07042 - Cook II	14.51***
07070 - Dishwasher	10.73***
07130 - Food Service Worker	12.09***
07210 - Meat Cutter	17.68
07260 - Waiter/Waitress	10.41***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.29
09040 - Furniture Handler	14.78***
09080 - Furniture Refinisher	24.29
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	20.67
09130 - Upholsterer	24.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.19***
11060 - Elevator Operator	12.31***
11090 - Gardener	19.77
11122 - Housekeeping Aide	13.29***
11150 - Janitor	13.29***
11210 - Laborer, Grounds Maintenance	14.10***
11240 - Maid or Houseman	11.32***
11260 - Pruner	12.83***
11270 - Tractor Operator	17.84
11330 - Trail Maintenance Worker	14.10***

11360 - Window Cleaner	15.16***
12000 - Health Occupations	
12010 - Ambulance Driver	15.94***
12011 - Breath Alcohol Technician	20.78
12012 - Certified Occupational Therapist Assistant	28.52
12015 - Certified Physical Therapist Assistant	28.29
12020 - Dental Assistant	18.18
12025 - Dental Hygienist	41.27
12030 - EKG Technician	31.50
12035 - Electroneurodiagnostic Technologist	31.50
12040 - Emergency Medical Technician	15.94***
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	15.34***
12130 - Medical Laboratory Technician	24.54
12160 - Medical Record Clerk	16.48
12190 - Medical Record Technician	18.58
12195 - Medical Transcriptionist	18.58
12210 - Nuclear Medicine Technologist	45.68
12221 - Nursing Assistant I	12.00***
12222 - Nursing Assistant II	13.49***
12223 - Nursing Assistant III	14.72***
12224 - Nursing Assistant IV	16.53
12235 - Optical Dispenser	20.61
12236 - Optical Technician	18.58
12250 - Pharmacy Technician	17.75
12280 - Phlebotomist	18.17
12305 - Radiologic Technologist	29.61
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	25.75
12320 - Substance Abuse Treatment Counselor	23.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.63
13012 - Exhibits Specialist II	25.56
13013 - Exhibits Specialist III	30.65
13041 - Illustrator I	19.48
13042 - Illustrator II	24.15
13043 - Illustrator III	27.86
13047 - Librarian	27.72
13050 - Library Aide/Clerk	10.80***
13054 - Library Information Technology Systems Administrator	25.01
13058 - Library Technician	18.27
13061 - Media Specialist I	18.45
13062 - Media Specialist II	20.63
13063 - Media Specialist III	23.01
13071 - Photographer I	18.45
13072 - Photographer II	20.63
13073 - Photographer III	25.56
13074 - Photographer IV	29.40
13075 - Photographer V	35.56
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.07
14042 - Computer Operator II	21.33
14043 - Computer Operator III	23.78
14044 - Computer Operator IV	26.43
14045 - Computer Operator V	29.45

14071 - Computer Programmer I	(see 1)	24.65
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.07
14160 - Personal Computer Support Technician		26.43
14170 - System Support Specialist		30.00
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.82
15020 - Aircrew Training Devices Instructor (Rated)		39.70
15030 - Air Crew Training Devices Instructor (Pilot)		47.59
15050 - Computer Based Training Specialist / Instructor		32.82
15060 - Educational Technologist		35.26
15070 - Flight Instructor (Pilot)		47.59
15080 - Graphic Artist		32.19
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.59
15086 - Maintenance Test Pilot, Rotary Wing		47.59
15088 - Non-Maintenance Test/Co-Pilot		47.59
15090 - Technical Instructor		25.01
15095 - Technical Instructor/Course Developer		33.36
15110 - Test Proctor		20.19
15120 - Tutor		20.19
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.58***
16030 - Counter Attendant		12.58***
16040 - Dry Cleaner		14.38***
16070 - Finisher, Flatwork, Machine		12.58***
16090 - Presser, Hand		12.58***
16110 - Presser, Machine, Drycleaning		12.58***
16130 - Presser, Machine, Shirts		12.58***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.58***
16190 - Sewing Machine Operator		14.98***
16220 - Tailor		15.58***
16250 - Washer, Machine		13.18***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.98
19040 - Tool And Die Maker		32.07
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.80
21030 - Material Coordinator		25.49
21040 - Material Expediter		25.49
21050 - Material Handling Laborer		14.03***
21071 - Order Filler		14.08***
21080 - Production Line Worker (Food Processing)		20.80
21110 - Shipping Packer		16.03***
21130 - Shipping/Receiving Clerk		16.03***
21140 - Store Worker I		13.14***
21150 - Stock Clerk		16.75
21210 - Tools And Parts Attendant		20.80
21410 - Warehouse Specialist		20.80
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.94
23019 - Aircraft Logs and Records Technician		22.74
23021 - Aircraft Mechanic I		28.03
23022 - Aircraft Mechanic II		29.94
23023 - Aircraft Mechanic III		31.56
23040 - Aircraft Mechanic Helper		19.11
23050 - Aircraft, Painter		25.98
23060 - Aircraft Servicer		22.74
23070 - Aircraft Survival Flight Equipment Technician		25.98
23080 - Aircraft Worker		24.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		24.33

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	28.03
II	
23110 - Appliance Mechanic	24.29
23120 - Bicycle Repairer	18.85
23125 - Cable Splicer	36.36
23130 - Carpenter, Maintenance	22.23
23140 - Carpet Layer	22.85
23160 - Electrician, Maintenance	28.64
23181 - Electronics Technician Maintenance I	27.68
23182 - Electronics Technician Maintenance II	30.05
23183 - Electronics Technician Maintenance III	32.42
23260 - Fabric Worker	20.90
23290 - Fire Alarm System Mechanic	26.12
23310 - Fire Extinguisher Repairer	18.94
23311 - Fuel Distribution System Mechanic	28.03
23312 - Fuel Distribution System Operator	19.84
23370 - General Maintenance Worker	20.10
23380 - Ground Support Equipment Mechanic	28.03
23381 - Ground Support Equipment Servicer	22.74
23382 - Ground Support Equipment Worker	24.33
23391 - Gunsmith I	18.94
23392 - Gunsmith II	22.85
23393 - Gunsmith III	26.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.12
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.73
23430 - Heavy Equipment Mechanic	26.56
23440 - Heavy Equipment Operator	22.80
23460 - Instrument Mechanic	30.22
23465 - Laboratory/Shelter Mechanic	24.81
23470 - Laborer	14.03***
23510 - Locksmith	24.81
23530 - Machinery Maintenance Mechanic	29.64
23550 - Machinist, Maintenance	30.83
23580 - Maintenance Trades Helper	16.72
23591 - Metrology Technician I	30.22
23592 - Metrology Technician II	32.27
23593 - Metrology Technician III	33.91
23640 - Millwright	26.76
23710 - Office Appliance Repairer	25.56
23760 - Painter, Maintenance	21.21
23790 - Pipefitter, Maintenance	25.12
23810 - Plumber, Maintenance	23.28
23820 - Pneudraulic Systems Mechanic	26.76
23850 - Rigger	26.76
23870 - Scale Mechanic	22.85
23890 - Sheet-Metal Worker, Maintenance	26.12
23910 - Small Engine Mechanic	22.48
23931 - Telecommunications Mechanic I	34.01
23932 - Telecommunications Mechanic II	36.18
23950 - Telephone Lineman	28.03
23960 - Welder, Combination, Maintenance	26.94
23965 - Well Driller	31.75
23970 - Woodcraft Worker	26.76
23980 - Woodworker	20.10
24000 - Personal Needs Occupations	
24550 - Case Manager	18.27
24570 - Child Care Attendant	11.46***
24580 - Child Care Center Clerk	14.77***
24610 - Chore Aide	10.96***
24620 - Family Readiness And Support Services Coordinator	18.27
24630 - Homemaker	18.27

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.32
25040 - Sewage Plant Operator	24.39
25070 - Stationary Engineer	26.32
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	23.13
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.72
27007 - Baggage Inspector	14.95***
27008 - Corrections Officer	18.76
27010 - Court Security Officer	18.74
27030 - Detection Dog Handler	16.72
27040 - Detention Officer	18.76
27070 - Firefighter	19.54
27101 - Guard I	14.95***
27102 - Guard II	16.72
27131 - Police Officer I	21.84
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.91***
28042 - Carnival Equipment Repairer	16.36
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	14.07***
28310 - Lifeguard	12.78***
28350 - Park Attendant (Aide)	15.74***
28510 - Recreation Aide/Health Facility Attendant	11.72***
28515 - Recreation Specialist	19.50
28630 - Sports Official	12.54***
28690 - Swimming Pool Operator	23.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.71
29020 - Hatch Tender	24.71
29030 - Line Handler	24.71
29041 - Stevedore I	23.03
29042 - Stevedore II	26.83
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.59
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.58
30021 - Archeological Technician I	21.52
30022 - Archeological Technician II	24.07
30023 - Archeological Technician III	29.82
30030 - Cartographic Technician	29.82
30040 - Civil Engineering Technician	28.70
30051 - Cryogenic Technician I	33.03
30052 - Cryogenic Technician II	36.48
30061 - Drafter/CAD Operator I	21.52
30062 - Drafter/CAD Operator II	24.07
30063 - Drafter/CAD Operator III	26.84
30064 - Drafter/CAD Operator IV	33.03
30081 - Engineering Technician I	19.17
30082 - Engineering Technician II	21.52
30083 - Engineering Technician III	24.07
30084 - Engineering Technician IV	29.82
30085 - Engineering Technician V	36.48
30086 - Engineering Technician VI	44.14
30090 - Environmental Technician	29.81
30095 - Evidence Control Specialist	29.82
30210 - Laboratory Technician	26.84
30221 - Latent Fingerprint Technician I	33.03
30222 - Latent Fingerprint Technician II	36.48
30240 - Mathematical Technician	29.82
30361 - Paralegal/Legal Assistant I	19.40
30362 - Paralegal/Legal Assistant II	24.03
30363 - Paralegal/Legal Assistant III	29.40

30364 - Paralegal/Legal Assistant IV	35.57
30375 - Petroleum Supply Specialist	36.48
30390 - Photo-Optics Technician	29.82
30395 - Radiation Control Technician	36.48
30461 - Technical Writer I	28.24
30462 - Technical Writer II	34.58
30463 - Technical Writer III	41.80
30491 - Unexploded Ordnance (UXO) Technician I	26.43
30492 - Unexploded Ordnance (UXO) Technician II	31.98
30493 - Unexploded Ordnance (UXO) Technician III	38.33
30494 - Unexploded (UXO) Safety Escort	26.43
30495 - Unexploded (UXO) Sweep Personnel	26.43
30501 - Weather Forecaster I	33.03
30502 - Weather Forecaster II	40.18
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.84
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.98
31020 - Bus Aide	11.80***
31030 - Bus Driver	17.97
31043 - Driver Courier	14.67***
31260 - Parking and Lot Attendant	10.92***
31290 - Shuttle Bus Driver	13.56***
31310 - Taxi Driver	11.34***
31361 - Truckdriver, Light	14.92***
31362 - Truckdriver, Medium	18.33
31363 - Truckdriver, Heavy	21.18
31364 - Truckdriver, Tractor-Trailer	21.18
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.59***
99030 - Cashier	11.02***
99050 - Desk Clerk	12.17***
99095 - Embalmer	26.43
99130 - Flight Follower	26.43
99251 - Laboratory Animal Caretaker I	17.92
99252 - Laboratory Animal Caretaker II	20.00
99260 - Marketing Analyst	23.47
99310 - Mortician	26.43
99410 - Pest Controller	22.85
99510 - Photofinishing Worker	13.89***
99710 - Recycling Laborer	16.50
99711 - Recycling Specialist	20.77
99730 - Refuse Collector	14.73***
99810 - Sales Clerk	13.53***
99820 - School Crossing Guard	14.04***
99830 - Survey Party Chief	25.08
99831 - Surveying Aide	22.82
99832 - Surveying Technician	23.02
99840 - Vending Machine Attendant	17.16
99841 - Vending Machine Repairer	21.37
99842 - Vending Machine Repairer Helper	15.39***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

EXHIBIT L
PRIME CONTRACT FLOWDOWNS

Los Alamos Legacy Waste Cleanup (LLCC) Project

	Title	Date
FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions	OCT 2010
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	APR 2014
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
FAR 52.203-7	Anti-Kickback Act	MAY 2014
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment	OCT 2015
FAR 52.215-14	Integrity of Unit Prices	OCT 2010
FAR 52.216-7	Allowable Cost and Payment	JUN 2013
FAR 52.216-7	Allowable Cost and Payment - ALT 1	FEB 1997
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2014
FAR 52.222-11	Subcontracts (Labor Standards)	MAY 2014
FAR 52.222-17	Nondisplacement of Qualified Workers	MAY 2014
FAR 52.222-21	Prohibition of Segregated Facilities	APR 2015
FAR 52.222-26	Equal Opportunity	APR 2015
FAR 52.222-35	Equal Opportunity for Veterans	OCT 2015
FAR 52.222-36	Equal Opportunity for Workers With Disabilities	JUL 2014
FAR 52.222-37	Employment Reports on Veterans	FEB 2016
FAR 52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2014
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR 52.222-41	Service Contract Labor Standards	MAY 2014

FAR	52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
FAR	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
FAR	52.222-50	Combating Trafficking in Persons	MAR 2015
FAR	52.222-54	Employment Eligibility Verification	OCT 2015
FAR	52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
FAR	52.222-8	Payrolls and Basic Records	MAY 2014
FAR	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving	AUG 2011
FAR	52.223-7	Notice of Radioactive Materials	JAN 1997
FAR	52.225-1	Buy American - Supplies	MAY 2014
FAR	52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
FAR	52.227-1	Authorization and Consent	DEC 2007
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR	52.228-5	Insurance -- Work on a Government Installation	JAN 1997
FAR	52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	NOV 2021
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
FAR	52.236-13	Accident Prevention	NOV 1991
FAR	52.244-6	Subcontracts for Commercial Items	JUN 2016
FAR	52.247-63	Preference for US-Flag Air Carriers	JUN 2003
FAR	52.248-3	Value Engineering - Construction	OCT 2015
DEAR	952.203-70	Whistleblower Protection for Contractor Employees	DEC 2000
DEAR	952.204-2	Security	MAR 2011
DEAR	952.204-70	Classification/Declassification	SEP 1997
DEAR	952.204-77	Computer Security	AUG 2006
DEAR	952.208-70	Printing	APR 1984
DEAR	952.209-72	Organizational Conflicts of Interest	AUG 2009
DEAR	952.215-70	Key Personnel	DEC 2000

DEAR	952.216-7	Allowable Cost and Payment	FEB 2011
DEAR	952.217-70	Acquisition of Real Property	MAR 2011
DEAR	952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution	JUL 2009
DEAR	952.223-72	Radiation Protection and Nuclear Criticality	APR 1984
DEAR	952.223-78	Sustainable Acquisition Program	OCT 2010
DEAR	952.225-71	Compliance with Export Control Laws and Regulations	NOV 2015
DEAR	952.226-74	Displaced Employee Hiring Preference	JUN 1997
DEAR	952.247-70	Foreign Travel	JUN 2010
DEAR	952.250-70	Nuclear Hazards Indemnity Agreement	JUN 1996
DEAR	970.5204-2	Laws, Regulations, and DOE Directives	DEC 2000
DEAR	970.5204-3	Access To and Ownership of Records	OCT 2014
DEAR	970.5223-4	Workplace Substance Abuse Programs at DOE Sites	DEC 2010
DEAR	970.5227-1	Rights in Data-Facilities	

Applicable only to contracts for construction, alterations and repairs within the United States in accordance with FAR 52.222-11:

FAR	52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	MAY 2018
FAR	52.222-6	Construction Wage Rate Requirements	AUG 2018
FAR	52.227-7	Withholding of Funds	MAY 2014
FAR	52.222-8	Payrolls and Basic Records	AUG 2018
FAR	52.222-9	Apprentices and Trainees	JUL 2005
FAR	52.222-10	Compliance and Copeland Act Requirements	FEB 1988
FAR	52.222-11	Subcontracts (Labor Standards)	MAY 2014
FAR	52.222-12	Contract Termination-Debarment	MAY 2014
FAR	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
FAR	52.222-14	Disputes Concerning Labor Standards	FEB 1988
FAR	52.222-15	Certification of Eligibility	MAY 2014



Code of Business Ethics and Conduct

Responsible Manager

<u>Linda Dunagan</u>	<u>Signature on File</u>	<u>01/12/2022</u>
<i>Human Resources Director</i>	<i>Signature</i>	<i>Date</i>

Issuing Authority

<u>Juan Griego</u>	<u>Signature on File</u>	<u>01/12/2022</u>
<i>Business Services Program Manager</i>	<i>Signature</i>	<i>Date</i>

Document No.: N3B-POL-HR-0001
Revision: 2
Effective Date: 01/12/2022

1.0 INTRODUCTION

Our Code of Business Conduct provides the ethical guidelines and expectations for conducting business on behalf of Newport News Nuclear BWXT-Los Alamos LLC (N3B). It provides a summary of certain key Company policies to assist employees in complying with these guidelines as well as laws applicable to the Company.

In addition to serving as a policy summary, there are several elements of the Code that describe our standard of higher ethical conduct. Supported by our underlying policies and principles, the Code reinforces the Company's commitment to integrity and sets expectations of behavior for employees on the job.

The Code applies to all directors, officers, and all full-time, part-time, and temporary employees of the Company. As a representative of the Company you must act with honesty and integrity in all matters. Certain external business partners of N3B serve as an extension of the Company. We expect our suppliers, vendors, contractors, agents, representatives, consultants, and joint venture partners to behave in the ethical manner described in our Code when doing work for the Company. Managers who supervise our external business partners are responsible for ensuring that they understand their compliance obligations. If an external business partner fails to comply with our ethics and compliance policies, it may result in the termination of its contract with N3B.

While the Code cannot address every issue that we may encounter, it does provide guidance and resources for those times when the right choice may not be clear.

1.1 Compliance with Laws and Regulations

Our workforce consists of diverse cultural groups, and we are subject to the laws and regulations of the United States, its states, and municipalities. It is our policy to comply with all laws and applicable regulations.

It is important that each of us is aware of relevant laws and regulations that apply to our work, and that we never intentionally engage in conduct that violates these applicable standards. Not only should we be vigilant in our compliance with all applicable laws and regulations, we should also be alert to changes in the law or new requirements that may affect our business.

1.2 Taking Action When You Have Questions – Reporting Possible Violations

N3B has an opportunity to improve every time you ask a question or raise a concern. When you speak up to clarify a policy or report questionable conduct in the workplace, you are protecting your colleagues and the Company.

If you believe that someone associated with N3B (including managers, supervisors, fellow employees, suppliers, vendors, contractors, agents, representatives, consultants, and joint venture partners) has violated a provision of our Code or policies, bring the matter to the attention of your supervisor or manager, your Human Resources representative or contact the Help Line at 1-833-238-6483.

We expect every employee to cooperate with lawful investigations into allegations that our Code, policies, or laws have not been followed. The Company will cooperate with lawful government investigations. When we are notified of an external investigation, we will take prompt action to preserve documents that may be relevant.

1.3 Resources for Questions and Reporting

You have an obligation to speak up and report any unethical business conduct and any violation of the Code or of Company policy. Remember, an issue cannot be addressed unless it is brought to someone's attention. You have several options for raising questions and concerns. Most questions or concerns you are likely to face can be resolved by working with your supervisor. Your supervisor is most familiar with you and your job and is in the best position to assist you. You also can ask questions or report illegal or suspect activities by using any of the following methods:

- By mail: 1200 Trinity Dr., Suite 150, Los Alamos, NM 87544.
- By telephone: 1-833-238-6483.
- You may call anonymously. If you give your name, your identity and the information you provide will be shared only on a "need to know" basis with those who are involved in addressing your concern.

1.4 Other Resources

- Your manager or the Ethics Officer.
- Any N3B manager or supervisor.
- Any N3B Human Resources representative.

1.5 What to Expect When You Call the Help Line

If you have a concern or see a possible violation, the first place to turn is to your supervisor. If you are uncomfortable reporting your concern to your supervisor, use the above resources or report it using the N3B Help Line at 1-833-238-6483. The interviewer will work with you to document the situation in detail. Your call will not be recorded and you do not have to give your name, although this may make it more difficult to investigate and resolve your concern. The information will then be relayed to the appropriate department to look into the situation and investigate your concern.

If you call anonymously, you can call back to the third party using the Help Line number and provide the reference number given to you upon your first call. This will allow you to provide additional information. Confidentiality for those who report concerns will be maintained to the fullest extent possible.

1.6 Making the Right Choice

Codes and policies offer important guidance for our daily conduct at work, but these alone cannot create a company-wide culture of integrity. We each help to shape our culture through our personal commitment to meet the highest ethical standards in all we do. If you are faced with a difficult decision, ask yourself the following questions:

- Is it the right thing to do?
- Have I considered all the options and do I have all the facts?
- Will my actions be consistent with N3B's Core Values and the law?
- Will I be comfortable telling others about my decision?
- Can I honestly say I would be proud of the choice I made?
- What is the possible impact of my actions on others?
- What would I say if someone else made the same choice?

- How will my decision be viewed in one month; one year; later?
- If it became known, might my action result in embarrassment either within or outside the Company?

Seek guidance if you are still unsure what to do. Don't hesitate to ask questions and get the advice you need. Keep asking questions until you have the information you need to make the right choice.

1.7 Protection from Retaliation

Regardless of the type of misconduct reported, or the method of reporting that is chosen, N3B will not tolerate any retaliation or retribution against anyone who makes a good faith report of an alleged violation of the Code or policies. Individuals who raise concerns or who help to resolve reported matters are protected against retaliation. However, anyone who uses the ethics and compliance program to spread falsehoods or threaten others, or with the intent to unjustly damage another person's reputation, will be subject to disciplinary action.

We take claims of retaliation seriously. All such claims will be thoroughly investigated and, if substantiated, retaliators will be disciplined up to and including termination of employment. If you believe you have been retaliated against, call the Human Resources department.

1.8 Accountability and Discipline

Violating relevant laws, regulations, or this Code, or encouraging others to do so, exposes the Company to liability and puts N3B's reputation at risk and may result in disciplinary actions up to and including termination of employment.

If an ethics or compliance problem does arise, your supervisor will coach and counsel you to help develop an effective solution. If, however, you fail to respond to coaching or counseling, or further incidents occur, formal discipline may be necessary.

You should understand that violations of laws or regulations may also result in legal proceedings and penalties including, in some circumstances, criminal prosecution. The Company takes a zero-tolerance position on these violations.

1.9 Waivers and Exceptions

In rare situations, N3B may grant exceptions to this Code. Any exception request must be made and explained in writing to the Human Resources department.

Approvals of such requests will be made in writing and maintained by the Human Resources department. Any waiver of the Code for Executive Officers or Directors must be approved by the Board of Directors or a Board committee.

2.0 OUR RESPONSIBILITIES TO ONE ANOTHER

All employees have a responsibility to do their part to promote and maintain the highest ethical standards. In particular:

- Be familiar with the information contained in this Code and corporate policies, paying particular attention to the policies that pertain to your job responsibilities.
- Complete an acknowledgement of the Code, confirming your adherence to the principles set out in this manual.

- Promptly report concerns about possible violations of laws, regulations, policies, or this Code to your supervisor, any member of management, our Human Resources department or call the Help Line.
- Complete all required compliance training in a timely manner and keep up-to-date on current standards and expectations.
- Cooperate with investigations, auditing and monitoring procedures and, if required, provide all requested documentation.
- Participate in all business transactions with the highest degree of ethical conduct. N3B explicitly prohibits the making of false or misleading statements in all business dealings.

No reason, including the desire to meet business or personal goals, is ever an excuse for violating laws, regulations or policies.

2.1 Ethical Leadership

Management has the added responsibility for demonstrating, through their actions, the importance of high ethical standards. If you are in a leadership position at N3B, you are required to meet the following additional expectations:

- Help create a work environment that recognizes effort, appreciates teamwork and values mutual respect and open communication.
- Never ask an employee to do what you would be prohibited from doing yourself.
- Be a resource for employees. Communicate to employees about how the Code and policies apply to their daily work.
- Serve as a role model for the highest ethical standards and work to create and sustain a culture that demonstrates care and concern for your colleagues.
- Be proactive. Take reasonable actions to prevent and identify misconduct and report situations that might impact the ability of employees to act ethically on behalf of the Company.
- Take prompt action to correct business conduct that is inconsistent with the Code or policies.
- Seek assistance from other supervisors whenever you are unsure of the best response to any given situation.
- If you supervise external business partners including suppliers, vendors, contractors, agents, representatives, consultants, and joint venture partners, ensure that they understand and meet their compliance obligations.

Managers should not consider employees' ethics concerns as threats or challenges to their authority – we want the ethics dialogue to be a natural part of daily work. As a manager or supervisor, you are responsible for the ethical conduct of the employees under your supervision and direction. Failure to exercise this responsibility through training, communication and taking disciplinary action when required may subject you to disciplinary action as well.

2.2 Respect for Diversity

The diversity of N3B employees is a key asset. We are committed to providing a professional atmosphere for all employees that promotes productivity and encourages creativity and innovation. We will strive to maintain a diverse workforce where employees are hired, retained, compensated, and promoted based on their contribution to the Company and their performance. It is important that we work together to be sure that all N3B employees are treated fairly and

with respect, regardless of race, color, religion, national origin, ancestry, disability, sex, age, or other protected characteristics as defined by U.S. federal or local laws.

- Treat all colleagues, business partners, customers, and visitors with respect.
- Never distribute or display offensive material.
- If you supervise others, judge them on performance; avoid introducing unrelated considerations into your decisions. Use objective, quantifiable standards.

2.3 Fair Employment Practices

N3B offers equal employment opportunities to qualified individuals, regardless of race, religion, national origin, age, sex, disability – or any other factor protected by law and/or Company policy. These policies apply not only to hiring decisions, but to all aspects of employment. Every employment decision you make, from compensation and benefits to transfers and training, must conform to applicable federal, state or local laws and to Company policy.

If you have fair employment practices questions, consult with your local HR representative.

- If you are hiring an employee, choose individuals based only on their qualifications to perform the job.
- Supervisors and managers have a special responsibility to consistently adhere to and apply the Company's policies regarding equal employment opportunity and must be able to show non-discriminatory reasons for taking personnel actions.
- Review your own decisions to ensure that merit and business considerations drive your actions, rather than subtle bias.
- Discrimination questions or concerns should be addressed when possible with the employee's supervisor or manager. Additional Company resources available to the employee are: Human Resources representatives and the Help Line.

2.4 Harassment

Harassment in the workplace is behavior that is unwelcome and offensive to specific individuals or groups. We will not tolerate actions, comments, inappropriate physical contact, sexual advances, or any other conduct that is intimidating or otherwise offensive or hostile. The most common form of harassment is sexual harassment, which in general occurs when:

- A request for a date, a sexual favor, or other verbal or physical conduct of a sexual nature that is unwelcome, is made as a condition of employment or used as the basis for employment decisions; or
- An intimidating, offensive, or hostile work environment is created by unwelcome sexual advances, insulting jokes, or other offensive verbal or physical behavior of a sexual nature.

Harassment can take other forms as well. Examples include calling individuals derogatory, crude or insulting names; performing threatening, intimidating, or hostile acts; and placing written or graphic material in the work place that denigrates or shows hostility or aversion toward an individual or group. This includes accessing and disseminating pornographic material via the Company's information technology systems.

Submission to harassing behavior is unnecessary and never a term or condition of employment for any person at N3B. If you are offended by an action or remark, speak up and advise the person that you are upset by his or her words or actions. Request that such behavior stop.

- Maintain a work environment that is free from harassment.
- If possible, speak up and tell a person if you are upset by his or her actions or language, explain why and ask him or her to stop. Make a formal complaint if the matter is serious or a direct approach is not successful.
- Even if you believe your acts or words are innocent, if someone says you are offending them and asks you to stop, do so at once. Be mindful that “harassment is in the eyes of the recipient.”
- Don’t access, distribute or display offensive material. Remember, it is a direct violation of Company policy to access inappropriate (i.e., pornographic) sites on the Internet.

2.5 Abuse of Drugs and Alcohol

N3B is committed to providing a safe and productive work environment. An important part of our effort is to ensure that the workplace is free from the use of illegal drugs, the misuse of legal drugs, and the abuse of alcohol.

You are expected to be fit for duty and capable of performing your assigned responsibilities in a safe and productive manner. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol.

The use of illegal drugs in the workplace will not be tolerated. Anyone who is under the influence of illegal drugs or alcohol while conducting business for N3B could create an unsafe work environment and may therefore be subject to discipline. Where permitted by law, to assure compliance, the Company reserves the right to test for the use of alcohol or other controlled substances, and may conduct searches in the workplace if there is reason to suspect violation of policy.

- While at work or on Company business, you should be alert, never impaired, and always ready to carry out your work duties.
- Possession of legally prescribed drugs is not prohibited, but you are responsible to ensure that while in the workplace the use of prescribed drugs will not affect your productivity or the safety of the workplace.
- Follow local laws and customs when they are more restrictive than Company policy.
- Don’t bring alcohol into the workplace by any means or for any purpose not authorized by the Company.
- If you have a problem with substance abuse, seek professional help before it adversely affects you personally or professionally.

2.6 Health and Safety

We aim to provide a safe, secure and healthy work environment where zero injuries are the norm. We believe that all occupational and environmental accidents can be prevented, and we have an established safety program to help us achieve our environmental, safety & health (ES&H) goals. An integral part of our safety program is our Safety Conscious Work Environment (SCWE), where we encourage an open culture for all personnel to raise issues that are important to them and allow for resolution with commitment, respect and timeliness. Situations that may pose an environmental, safety, or health hazard must be reported immediately. It is important for each of us to help maintain safe working conditions for ourselves, our co-workers, and visitors to our facilities. We must all participate in safety training, follow safety standards, and report any safety concerns, accidents, injuries, and unsafe conditions. Managers, supervisors, employees, contractors, customers, and vendors must work

together to develop the proper attitude, practice and promote proper work habits, use good judgment, and comply with all applicable ES&H rules and regulations.

We can only achieve our goal of a safe, secure, and healthy work environment through the active participation and support of everyone. N3B empowers and expects all employees, contractors, customers, and vendors to follow the Company's ES&H policies and procedures. It is your responsibility to:

- Always wear required safety equipment.
- Never tamper with safety equipment or systems.
- Create and maintain a work environment that encourages open communication. The more we communicate, the better we can respond to any unsafe or non-compliant situations.
- Make sure you are familiar with the laws, regulations, policies, and procedures that apply to your job.
- Notify your supervisor or site safety personnel immediately about any unsafe equipment, or any situation that could pose a threat to health or safety or damage the environment. All personnel have the right and responsibility to stop any work they feel may be unsafe.
- Cooperate in all investigations to determine the cause of incidents.

At N3B we do not tolerate:

- Threatening remarks.
- Causing physical injury to another.
- Intentionally damaging someone else's property, or acting aggressively in a manner that causes someone else to fear injury.
- Unauthorized possession of firearms, weapons, or explosives on company property or while on duty.
- Threatening, intimidating or coercing fellow employees on or off the premises – at any time, for any purpose.

If you have any safety concerns, including knowledge of violence or the threat of violence or intimidation, it is your responsibility to report it to your supervisor or a Human Resources representative immediately.

For further information, requirements for the creation and maintenance of a safe work environment are detailed in N3B-PD100, *Worker Safety and Health Program*.

3.0 OUR RESPONSIBILITIES TO OUR CUSTOMERS AND BUSINESS PARTNERS

3.1 Quality of Products and Services

N3B is committed to providing our customers and business partners with the right products and services, safely, the first time, within budget, with no ethical violations. In order to meet these goals, it is important that we identify all requirements before work starts and that we communicate them to all concerned.

As a consequence of our commitment to providing value to our customers in a responsible way, we also hold our external business partners accountable for complying with our high standards of quality. We should:

- Understand our customers' needs and be committed to meeting their requirements.

- Address and report any quality issues and concerns.
- Management is responsible and accountable for showing its commitment to quality and for providing the necessary resources to meet the agreed requirements.
- Line supervisors are responsible and accountable for the work performed by their direct reports and to ensure that quality requirements are made known and followed.
- Always complete reports and documentation fully and honestly, and never falsify or misrepresent test results or other official documents.
- Never perform tasks for which you are not qualified.

If at any time you are not sure what the production requirements are, ask your manager or supervisor for clarification before continuing the work.

3.2 Integrity in Business Relationships

We will only do business with third parties that conduct business ethically and do not subject the Company to criminal or other liability or cause N3B reputational harm.

All third parties must agree to comply with business practices reflected in our Code and applicable policies. Conducting due diligence minimizes N3B's risk by helping to avoid relationships that may implicate N3B through the misconduct of its business partners.

Accordingly, we always conduct due diligence on third parties to ensure that their reputation, background, and abilities are appropriate and meet our ethical standards.

- No employees should contractually bind N3B to another party until such party has been through the appropriate due diligence and approval procedures.
- Do not conduct business with a supplier, business partner or other third party that may subject N3B to criminal or other liability or cause reputational harm.
- Be cautious of any suspicious activity involving the conduct of the Company's sales representatives or agents.
- Strictly follow Corporate policies and procedures in dealings with third parties.
- If you are a Manager, ensure that the Company's standards and expectations are understood and agreed to prior to entering into any contractual relationship.
- Never do anything through another party acting on our behalf that we are not allowed to do ourselves.
- Ensure that any commission or fees paid to a third party are reasonable and consistent with sound ethical principles and applicable laws.

When engaging in procurement activities:

- Create and maintain all records accurately to document the procurement process and to substantiate procurement decisions.
- Use merit alone as the standard for procurement decisions. Be careful to avoid conflicts of interest between the Company and any third parties.
- Do not divulge procurement information to anyone outside the Company or to persons inside the Company who do not have a "need to know."
- If you become aware of any unethical business conduct by an N3B supplier or provider of services, contact the Procurement department or the Company Helpline.

3.3 Contracting with the Government

We deliver quality products and services to our customers at fair and reasonable prices, regardless of whether the customer is government or commercial. However, because the laws and regulations for contracting with government entities differ from those for commercial transactions, we have additional policies to follow when dealing with government customers to ensure that we conform to all legal and regulatory requirements.

The laws, rules, and regulations for contracting with U.S. and other government entities are detailed and complex, and violating them may result in criminal penalties as well as Company disciplinary action, including dismissal. Employees who deal with government contracting should familiarize themselves with and comply with the various limits and requirements that are imposed by N3B's contract and the applicable laws and regulations.

- If you are involved in contracting with government entities, be familiar with and conform to all applicable laws and regulations. N3B's Acquisition Management department offers specialized procurement training. Ignorance is no excuse for violating the law.
- Take special care to ensure accuracy in all communications with federal, state and local governments. False, inaccurate, or misleading communications are criminal violations of law.
- Unless authorized by the appropriate government official, never accept data from any source if there is reason to believe the data relates to national security, is classified, or is sensitive or proprietary.
- If you have any question concerning government contracting, consult with the Procurement department or the Company Helpline.

3.4 Personal Conflicts of Interest and Corporate Opportunities

A personal conflict of interest occurs when your actions or your private interest interferes in any way – or even appears to interfere – with the interests of the Company. Conflicts of interest expose our personal judgment and that of N3B to increased scrutiny and criticism and can undermine our credibility and the trust that others place in us.

We have a fundamental obligation to make sound business decisions in the best interests of the Company, independent of our personal interests. We must not take personal advantage of opportunities for N3B that are discovered as a result of our position with N3B or use of company property or information.

In addition, we must not use our position with N3B, company property or information or government provided resources for personal gain to compete with N3B. Conflicts of interest can arise through outside employment interests, financial participation in an outside business, customer and supplier relations, and through excessive or inappropriate gifts and entertainment. Because it is impossible to describe every potential conflict, each of us must exercise sound judgment, seek advice when needed, and adhere to the highest standards of ethics and integrity.

If you become aware of an actual, potential or perceived conflict of interest, immediately disclose the situation to the N3B Ethics Officer.

In addition, keep in mind the following:

- Avoid being compromised and avoid even the appearance of conflicts of interest.
- When in doubt, disclose.
- Always make business decisions in the best interest of N3B.

- Remain aware of how personal activities can lead to potential conflicts, such as accepting gifts or entertainment from a supplier.
- Never use your position at N3B, company property or information you have gained through your work for personal gain.

3.5 Personal Conflicts of Interest – Warning Signs

For practical purposes, the Company cannot and does not distinguish between an actual conflict of interest and the appearance of one. Remember – all employees as well as anyone acting on behalf of the Company must make business decisions based only on the best interest of N3B and the government.

- Avoid situations where you might be involved in hiring or supervising any close relative.
- Relatives of current employees may be hired only if they will not be working directly for or supervising a relative or will not occupy a position with authority to affect decisions involving any direct benefit to the relative.
- Don't allow your personal relationships with contractors and suppliers to inappropriately influence business decisions.
- Don't give or accept gifts or hospitality without prior approval that might place you under an obligation – or might appear to do so.

3.6 Gifts and Entertainment

Strong relationships with our business partners are vital to our business, but giving gifts to and receiving them from business partners or customers can potentially affect the independence of our judgment and that of our customers, and may create the appearance of favoritism.

For the purposes of our Code and policies, the term “Gifts and Entertainment” has the broadest possible meaning, including gifts and favors of all kinds, trips, services, meals, tickets to events, and any other gratuitous item, benefit or thing of value.

You must avoid even the perception that giving or receiving gifts or entertainment is connected in any way with favorable treatment. Even if there is no intent to gain inappropriate influence or advantage, inappropriate gifts may cause embarrassment to the Company and damage our reputation.

For these reasons, employees must not receive, solicit, offer, or give inappropriate gifts or entertainment that may influence, or be perceived to influence, the recipient's integrity or independence.

Because there are special rules and restrictions regarding U.S. government personnel and non-U.S. government officials, employees must consult with the N3B Ethics Officer before giving any type of gift or entertainment to a government representative.

We recognize there will be times when a current or potential business associate may extend an invitation to attend a social event or participate in trips in order to further develop your business relationship. As a general rule, such offers should also meet the following criteria.

- Be in accordance with applicable laws and acceptable good business practices.
- Be modest and infrequent.
- Be acceptable under the policies of the company employing the other party.

- Employees shall not accept gifts (whether in the form of cash, services, or any other nature) from a customer, client, supplier, or other business, other than an ordinary social amenity. An ordinary social amenity is a gift of nominal value which could not possibly suggest that it was given or received in order to influence the employee's judgment.

If you receive an unsolicited gift of more than nominal value, you should return it with a note explaining the Company policy. If you are in doubt as to whether the gift or entertainment is acceptable, seek guidance and approval from your supervisor or the N3B Ethics Officer.

Some examples of gifts and entertainment that are generally prohibited are:

- Payments of cash or cash equivalent (gift cards).
- Invitations to lavish dinners or other forms of entertainment.
- Extravagant forms of hospitality, such as luxury resorts or expensive trips.
- Paying travel expenses if the trips have no direct connection to a business purpose.
- Gifts or entertainment to spouses or family members without prior approval.
- Anything which would, if publicly disclosed, embarrass the Company.

3.7 Protection of Company Assets

N3B's assets – both physical and intellectual – are highly valuable and are intended for use only to advance business purposes and goals. We are personally responsible for safeguarding these assets, the assets of others, and for using all assets and resources appropriately.

All physical property including facilities, computers, other equipment and supplies, must be protected from misuse, damage, theft, or other improper handling and only used for its intended purpose. This protection extends to laptops, smart phones, USB/external storage media, digital cameras, and other portable devices that offer convenient and easy access to information, whether you take work home or across the globe. We must be vigilant in protecting our Company's systems and information from potential hackers and other parties who may attempt to access data.

- All employees should protect the Company's assets and ensure their efficient use for legitimate Company business purposes. N3B does allow the occasional personal use of the Company's communication and information systems provided that the use is minimal and does not represent a conflict of interest, or does not include pornographic, defamatory, or other inappropriate material.
- Employees and those who represent N3B are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use.
- Be vigilant regarding access to our assets by others.

Access to Company intellectual or physical assets (including offices, plants, and equipment) by any third party must be limited to and directly associated with services provided by the third party to the Company.

Keep devices in your possession at all times and protect your passwords.

- Be sure to back up data.
- Do not download software/apps to company devices unless approved by Information Technology (IT).

- Immediately report if a device is lost or stolen to IT so that appropriate steps can be taken and the company's information assets protected.
- Notify your manager of any inventions made during or as a result of employment by the Company.
- Comply with specific restrictions placed on the use and/or transfer of Company assets.
- Avoid the unauthorized receipt of proprietary information from others. Do not disclose to the Company or use for N3B's business any confidential information in your possession as a result of prior employment with another company.

3.8 Proper Use of Information Systems

Our computers, email, networks and communications systems are Company property and are intended for business purposes only. The following are strictly prohibited:

- Use of government provided resources in the conduct of an outside business or in support of any religious, political, or other outside activity, except for company- requested support of non-profit organizations;
- Sending unsolicited bulk email, chain letters or joke emails from a Company email;
- Downloading or sending sexually inappropriate or pornographic material using a company computer or on company time is explicitly prohibited.
- Inappropriate use of N3B Information Technology (IT) resources. To include, but not limited to, using N3B IT resources to post offensive or inappropriate material on content sharing websites, publishing defamatory remarks about others on web forums or blogs.
- Use of the email system for personal commercial purposes or any illegal purposes, or for the creation or distribution of any disruptive or offensive messages.
- In order to protect the interests of the N3B network and our fellow employees, we reserve the right to monitor or review all data and information contained on an employee's Company-issued computer or electronic device, the use of the Internet or the Company's intranet.

3.9 Company Confidential and Proprietary Information

Disclosure of Company confidential or proprietary information can put the Company at a competitive disadvantage or could hurt or embarrass employees, customers, the Company, or ventures in which it participates. This section does not apply to the term Confidential Restricted Data (CRD), or Confidential National Security Information (CNSI), as applicable sites have their own requirements governing these restrictions. Each Confidential reference here applies to Company or personal information only.

Not only must you avoid disclosure but you must also take all necessary steps to prevent others from illegally obtaining confidential and proprietary information. Confidential and proprietary information includes such things as pricing and financial data, customer names and addresses, trade secrets, patent applications, processes, and formulae, and also non- public information about other companies, including current or potential suppliers, vendors, and other third parties.

Special forms of protected information are Personally Identifiable Information (PII) and Personal Health Information (PHI). The protection of the personal information of our co-workers is also vital to our continued success and the maintenance of our reputation. Information such as addresses, home phone numbers, salary or medical information, and performance appraisals are private. We also respect the confidential and proprietary information of third parties, and we do not engage in unethical or illegal means to obtain confidential information or proprietary data belonging to others.

- Know what constitutes proprietary information, especially as it relates to your job responsibilities. All employees are required to sign a Confidentiality Agreement upon joining the Company. Ask questions if you are uncertain about what's covered.
- Do not post confidential Company information on internet message boards or social networking sites.
- Private information about our co-workers should never be shared with anyone who does not have an appropriate business reason for receiving it.
- Do not disclose to Company personnel or use for the Company's business any confidential information in your possession as a result of prior employment with another company.
- Avoid the unauthorized receipt of proprietary information from others. Should you receive unauthorized proprietary information, notify the N3B Ethics Officer immediately.
- Never solicit confidential information from a third party.

3.9.1 To help protect our sensitive and confidential information:

- Never send confidential or proprietary information to unattended fax machines or printers.
- Never discuss confidential information loudly or openly when others might be able to hear, in or outside of the workplace.
- Never share confidential or proprietary information on Social Media platforms.
- Never share N3B's proprietary information with customers or suppliers without proper approval.

3.10 Integrity of Records and Accounting Procedures

We create documents and records in the normal course of business to assist in our decision-making process and to document our compliance with laws, regulations, and Company policies and procedures. All entries in the Company's books, records and accounts must be complete, accurate, and fairly reflect our business transactions conforming to applicable accounting standards and legal requirements. This pertains to all books, records and information in any medium, including hard copies, electronic records, emails, video, backup tapes and other media. Whatever your part in this process, you are required to be honest and forthcoming – if you believe a transaction or payment cannot be accurately documented without raising legal questions or embarrassing the Company, the transaction should not be completed and you should notify your supervisor or N3B Ethics Officer.

We must not improperly influence, manipulate, or mislead any authorized audit, nor interfere with any auditor engaged to perform an internal independent audit of N3B books, records, processes, or internal controls. Essential information used for reporting, auditing and other critical purposes must be retained in a recoverable format and must be managed securely in accordance with the Records Management requirements.

No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records. It is never acceptable to create false or misleading records or otherwise conceal the truth from N3B's management, auditors or regulators.

Always classify, store, and preserve records so that they are safe and protected.

- Dispose of books and records only in accordance with our policies.
- Don't create or use hidden cash or bank accounts for any purpose. Except for normal and customary petty cash funds, which are strictly controlled, cash transactions are not allowed.

- If you become aware of litigation, investigations, or audits, suspend all record destruction and follow any further instruction provided by the Law Department.
- If you change jobs or leave N3B, be sure to properly transfer custody of all relevant books and records.
- If you approve reports and/or documents created by others, read them carefully and satisfy yourself that they are complete and accurate. Your signature is important – make sure you fully understand the implications before signing a document.
- If you are asked by any outside person, group, or agency to provide access to records or documents maintained by the Company, you must first discuss the request with management and the Law Department.

3.11 Communicating with the Public

Today, businesses are under intense scrutiny from the press and the public, and there are an unprecedented number of outlets for business information and news. In this environment, it is important that only authorized persons speak on behalf of N3B. We need a clear consistent voice when providing information to investors, analysts, the media, stakeholders and the general public. In addition, the contract places requirements for the coordination with and approval from DOE for certain communications.

Unless you are authorized by Regulatory & Stakeholder Interface (R&SI), never give the impression that you are speaking on behalf of the Company, either verbally, written or electronically.

Inquiries from outside sources, including journalists, must be referred to Regulatory & Stakeholder Interface (R&SI). Journal articles, flyers, speeches, talking points, posters, presentations and other similar materials or information requested to go to outside sources must be reviewed by appropriate management and subject matter experts, photos reviewed for classification through Document Control and are cleared for public release, and then sent to R&SI for routing approval by EM-LA. EM-LA may request modifications; EM-LA will also route the items to DOE Headquarters for review. EM-LA requires at least seven days for review for external release per the LLCC. If you participate in online forums, blogs, newsgroups, chat rooms, or bulletin boards, never give the impression that you are speaking on behalf of N3B and, before you hit the ‘send’ button, think carefully. Never send emails or post confidential information or material that could be perceived as damaging to the Company’s reputation.

- Never respond to media inquiries or initiate contact with the media, unless specifically authorized to do so by R&SI; route all media inquiries to R&SI for response.
- Media inquiries should be routed to the Director of Stakeholder Affairs within R&SI.
- Be alert to situations in which you may be perceived to be representing or speaking on behalf of the Company.

3.11.1 All presentations and speeches that will become public should be routed to R&SI for possible EM-LA approval and the Human Resources department, as appropriate.

- In situations where you may be sharing information about our government operations, be sure to consult with R&SI regarding customer approval prior to the public release of information. Some of our operations do not require customer approval for public release of information; however, our contract contemplates a broad view of what subjects require prior approval. In all cases, please consult with R&SI first. The point of contact within R&SI is the Director of Stakeholder Affairs. If customer review is required, the LLCC

requires a seven day review period. Failure to follow these strict guidelines may damage our contracts.

- Refer all inquiries from the media or stakeholders to the Director of Stakeholder Affairs within R&SI. Regulatory or governmental inquiries should be referred to your manager or the R&SI Program Manager.

3.11.2 Social Media

Employees must be careful to protect the company's reputation and business information by not posting any comments or documents about N3B on any social media sites, such as social networking sites, photo and video sharing sites, blogs, wikis or other bookmarking sites, negative or positive, that are confidential or could be attributed to N3B. Employees need to be careful to not appear to be speaking on behalf of N3B on any social media sites. Information placed on any electronic medium can easily become public requiring careful consideration and discretion when contemplating whether a particular view on an issue should be posted for all to see; therefore, N3B expects employees to use electronic medium in a responsible manner using common sense and good judgment.

3.11.3 N3B's Internal Website and Intranet

N3B articles, information and photos on N3B's internal website (Insights) are for internal N3B use only, and are not to be released to the public or to be forwarded outside of N3B without prior coordination through Regulatory & Stakeholder Interface (R&SI). Customer review of the above information will be coordinated by R&SI.

4.0 OUR RESPONSIBILITIES AS CORPORATE CITIZENS

4.1 Fair Business Competition

N3B believes in free and fair markets, and we compete in a legal and ethical manner on the basis of the quality of our services. We are committed to compliance with fair competition and anti-trust laws that apply in the markets in which we operate. These laws are intended to prohibit practices that restrain trade or unduly limit free and fair competition. Fair competition violations include agreements with customers, suppliers, competitors and others, such as:

- Mutual understandings to control prices.
- The boycotting of certain suppliers or customers.
- Attempting to affect competition by selling the same product at different prices to different customers.
- Making agreements to rig bids or proposals.
- The allocation of products, territories or markets.

All employees should be aware of our policies in this area, but this is especially important for individuals in marketing, sales, purchasing, and related positions, as well as those who are members of trade and professional associations or individuals planning to attend meetings of such groups.

Remember: Fair competition and anti-trust laws are complex and can have an impact on our business in many ways, including with regard to our suppliers and sales. Violation of the rules can have serious consequences for the Company as well as for anyone acting on our behalf.

- Do not enter into agreements with customers, suppliers, competitors or others that are intended to unfairly limit competition.
- Make purchases strictly on the basis of quality, price, and service.
- Do not share information with a competitor about our customers, pricing, or market strategies.
- Don't discuss any aspect of bidding with any of our competitors.
- Never share competitor information with customers or vendors.
- Never discriminate unfairly in terms of price or services between similar customers.
- When you have any doubt about dealings with competitors, suppliers, or customers, you must consult with your manager, Human Resources manager, or the N3B Ethics Officer.

4.2 Environmental Stewardship

One of N3B's Core Values is the protection of the natural environment and its use. This translates into the positive health and safety of our employees and the communities in which we operate. We strive to continuously improve our environmental performance through resource conservation and efficient practices. N3B is committed to providing a safe and rewarding environment throughout our operations.

We measure our environmental performance and work to promote environmentally friendly practices that respect our environment and our natural resources. Each of us must do our part to help meet N3B's environmental goals:

Take responsibility for ensuring that our operations meet applicable government and Company standards.

- Safely handle, transport, and arrange for the disposal of raw materials, products and wastes in an environmentally responsible manner.
- Promptly report any breaches of environmental protection laws or N3B's policies.
- Participate in all required training to develop and improve your skills and knowledge, and perform your job safely and in an environmentally sound manner.

5.0 DOCUMENTS AND RECORDS

None.

5.1 Office of Record

The N3B Document Control and Records Management Office is the Office of Record for this N3B document and maintains the administrative record.

6.0 DEFINITIONS AND ACRONYMS

6.1 Acronyms

See N3B [Master Acronym List](#).

To request an informational copy or make additions to the Master Acronym List, send requests to RegDocs@em-la.doe.gov.

7.0 HISTORY

Revision History		
12/07/2018	N3B-POL-HR-0001, Rev. 0	Initial Issue.
03/06/2019	N3B-POL-HR-0001, Rev. 0.1	Updated HR address, changed communications Department to R&SI, updated EH&S to ES&H, and updated document reference to N3B-PD100.
02/18/2021	N3B-POL-HR-0001, Rev. 1	Content updates to bring the policy to current status.
01/22/2022	N3B-POL-HR-0001, Rev. 2	Add social media policy.

8.0 ATTACHMENTS

Attachment 1. Employee Receipt and Acknowledgement

Attachment 1. Employee Receipt and Acknowledgement

EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received my personal copy of the Newport News Nuclear BWXT-Los Alamos LLC (N3B) Code of Business Conduct, and that as an employee of N3B or one of its parent companies, I am responsible for knowing and adhering to the standards outlined in it.

Signature _____

Date _____

Name (please print) _____

Company _____

Location _____

NTTC REQUEST FORM



New Mexico Nontaxable Transaction Certificate (NM NTTC) Request

This form is for vendors of Newport News Nuclear BWXT-Los Alamos LLC, doing business as N3B Los Alamos. To request a NM Nontaxable Transaction Certificate (NTTC), please provide the information requested below. Requests can be submitted by mail, fax, or email to:

N3B Los Alamos LLC
Attn: Accounting & Finance
1200 Trinity Dr., Suite 150
Los Alamos, NM 87544
Accounting-Finance@em-la.doe.gov

Company Name (as registered with Tax Authority)

NOTE: If registered with the State of New Mexico Taxation and Revenue Department, NM CRS# must be provided. Only provide Federal EIN if not registered.

New Mexico CRS Number
(11 digit number: ##-#####-###)

OR

Federal EIN or Social Security Number
(9 digit number: ##-##### or ###-##-####)

Mailing Address:

NTTC Type(s) Requested [check all that apply]:

- Type 2: Purchase or lease of tangible personal property for resale.
- Type 5: Purchase of services for resale.
- Type 6: Purchase of construction materials/services or leased construction equipment as part of a construction project that will be resold.
- Type 15: Purchase of tangible personal property by qualified federal contractors on a contract-by-contract basis.

Vendor Contact:

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Reference: _____

(i.e. Purchase Order #)

N3B Contact:

Name: _____

Phone Number: _____



N3B
 1200 Trinity Dr., Suite 150
 Los Alamos, NM 87544
 (505) 551-2268
 ATTN: Accounts Payable
accountspayable@em-la.doe.gov

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT (ACH)

Please select one of the following:

First time request for ACH payments Request to Change ACH payment information

The following bank information applies to:

Vendor Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Bank Account Information: I hereby authorize N3B to initiate deposits to the Checking Account described below: **(No Savings Accounts)**

Bank Name: _____
 Bank Address: _____
 City: _____ State: _____ Zip: _____

Bank ABA # / Routing _____

Bank Acct Number _____

Deposit Notification Information: I hereby authorize the following individual(s) to receive notification via email of payment details of all funds deposited to the above account:

Name (Printed or Typed) _____
 Email Address: _____
 Title: _____
 Phone #: _____

Term: This authority will remain in full force and effect until N3B has received written notification of discontinuation. Notification should be provided in a manner to allow N3B to act on the change, removing the automatic payment option.

Officer Name
 (Printed or Typed) _____

Signature: _____ Title: _____

Phone #: _____ Date: _____



Vendor Maintenance Form

Vendor # or Employee # _____

N3B USE ONLY

<input type="checkbox"/> New	<input type="checkbox"/> Modify	Payment Name Change: _____
<input type="checkbox"/> W-9 Attached	<input type="checkbox"/> 1099 Vendor	If neither, please explain: _____
<input type="checkbox"/> NET 30	<input type="checkbox"/> Credit Card Only	

Order From: Name: _____ **Remit To: Legal Name per W-9:** _____

Address: _____ **Address:** _____

City: _____ **City:** _____
State: _____ **State:** _____
Zip (Including +4): _____ **Zip (Including +4):** _____
POC Name: _____ **Phone No:** _____ **E-mail Address:** _____

Vendors are encouraged to register on SAM.gov. The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. You can use this site for FREE to register to do business with the U.S. government. If you already have an active registration on SAM.gov that corresponds to the W-9 you are providing, please provide the corresponding **DUNS Number here:** _____
 If you haven't yet registered on SAM, please complete and submit the attached N3B Representations and Certifications with this Vendor Maintenance Form.

PLEASE CHECK ALL THAT APPLY:					
Code	Socio Economic Category	Code	Socio Economic Category	Code	Socio Economic Category
<input type="checkbox"/> L	Large	<input type="checkbox"/> SDVOSB	Service Disabled Veteran Owned	<input type="checkbox"/>	
<input type="checkbox"/> HUBZNE	Hub Zone	<input type="checkbox"/> VOSB	Veteran-owned Small Business	<input type="checkbox"/>	
<input type="checkbox"/> SB	Small Business	<input type="checkbox"/> WOSB	Woman-owned Small Business	<input type="checkbox"/>	
<input type="checkbox"/> SDB	Small Disadvantaged Business	<input type="checkbox"/> WOO	Woman-owned Other Than Small	<input type="checkbox"/>	
<input type="checkbox"/> SDVWHZ	Small Disadvantaged Service Disabled Veteran Woman Owned HUB Zone	<input type="checkbox"/> SDWHZ	Small Disadvantaged Woman Owned Hub Zone	<input type="checkbox"/>	
<input type="checkbox"/> VOHZ	Veteran Owned Hub Zone	<input type="checkbox"/> SDWO	Small Disadvantaged Woman Owned	<input type="checkbox"/>	
<input type="checkbox"/> SDVOHZ	Service Disabled Veteran Owned Hub Zone	<input type="checkbox"/> NNM	Northern New Mexico Small Business *	<input type="checkbox"/>	

* A Northern New Mexico (NNM) Small Business concern is a small business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque.

If a business claims to be a NNM small business concern, it must demonstrate it to N3Bs' satisfaction. Submission of a bid/offer shall at the minimum ensure that:

- it has been properly authorized to do business and has been operating in NNM with a staff of three or more full-time equivalent employees (of which at least 51% reside in NNM), and currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work; or
- It is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

If your business entity is recognized by the state of New Mexico and is **claiming an exemption from New Mexico Gross Receipts Tax (NMGR)**, please complete and submit the NM Non-Taxable Transaction Certificate (NTTC) Request attached hereto. Please consult your tax attorney regarding any questions. **N3B, LLC cannot advise on any tax related matters.**

Procurement Department

Submitted By: _____
 Date Submitted: _____

Finance Department

Approved by: _____
 Approved date: _____
 Entered By: _____
 Date Entered: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ES&H Requirements for Subcontractors

Responsible Manager

<u>Stephanie Griego</u>	<u>Signature on File</u>	<u>6/7/2022</u>
<i>Safety and Emergency Management Programs Director</i>	<i>Signature</i>	<i>Date</i>

Issuing Authority

<u>Joseph Murdock</u>	<u>Signature on File</u>	<u>6/7/2022</u>
<i>Environment, Safety & Health Program Manager</i>	<i>Signature</i>	<i>Date</i>

Document No.: N3B-P101-12
Revision: 1
Effective Date: 6/7/2022

1.0 PURPOSE

The purpose of this document is to establish Environment, Safety, and Health (ES&H) criteria for subcontractors, including the requirements found in 10 Code of Federal Regulations (CFR) 851, *Worker Safety and Health Program*, the process for communicating those criteria to subcontractors, and roles and responsibilities for ensuring adequate oversight of subcontractor activities.

ES&H requirements for each subcontract will be determined by the Newport News Nuclear-BWXT, LLC (N3B) safety, waste management and/or environmental representative, as applicable, in conjunction with the Subcontract Technical Representative (STR) or Requester. Those ES&H requirements will be incorporated in a subcontract through Exhibit F, Environment, Safety and Health Requirements.

2.0 APPLICABILITY

2.1 Applicability

The N3B 10 CFR 851, *Worker Safety and Health Program* (N3B 851 Program) applies to all Requesters/Procurement, Project Managers (STR) and related subcontractors at all hazard levels who perform contracted work for N3B. The requirements in this document are applicable to all types of work, including construction, maintenance, environmental restoration, decontamination and decommissioning (D&D); programmatic and facility installation, maintenance and repair; work at multiple N3B-managed sites; and low hazard work.

- Subcontractors who provide only some types of commercial items or services are not subject to the N3B 851 Program requirements. Examples of these excluded subcontractors include vendors (e.g., soda, snacks) and delivery of packages.

The N3B 851 Program will be applied to other subcontractors using a graded approach. For example, only the basic requirements for low hazard work, as listed in the Low Hazard Work document will be applied to:

- Office equipment installation and/or maintenance; material or equipment deliveries or pick-ups; computer software installation and maintenance; escorted on-site inspections and assessments with no hands-on work; on-site training, and technical consultations. Some conditions may apply.

3.0 PROCEDURE DESCRIPTION

The N3B 851 Program, in conjunction with the subcontract terms and conditions, is how N3B flows down requirements to the subcontractor, who in turn flows down requirements to all lower tier subcontractors. There are several organizations and individuals involved in the processing of N3B subcontracts. These include N3B Procurement, ES&H, Subcontractor Technical Representatives, and Requesters.

The ES&H manager or designee assigned to the subcontract will work with the STR or Requester and the ES&H Subject Matter Experts (SMEs), as necessary, to define the requirements of Exhibit F that are relevant to the subcontract. This involves reviewing the nature and scope of the work, the duration of the work, where the work will be done, and the site hazards/controls

3.1 Procedure Overview

There are several steps associated with the procurement process that are managed by N3B Procurement, or the STR or Requester in conjunction with safety and/or environmental representatives.

N3B Procurement and the STR manage the following:

- Purchase requisition,
- Exhibit F performance eligibility (if minimum standards are met),
- Request For Proposals (RFPs),
- Conduct a pre-bid meeting, including site visit as applicable, with prospective bidders,
- Selection, award and issuance of the subcontract,
- Issuance of Notice to Proceed after acceptance of the Site Specific Health and Safety Plan, SSHSP, as required, by the STR and the safety and/or environmental representative, and
- Obtaining the names of all lower tier subcontractors performing work, as well as the work activities of those subcontractors and providing the company names to the STR. ES&H personnel performing oversight and inspections can get these names through the STRs.

The Requester or STR with support from N3B Procurement and the ES&H representative is responsible for:

- The development of Exhibit D, Scope of Work,
- Notifying the CH-TRU Facility Operations Director (FOD), ER Operations Manager, or ER Construction Manager, of any planned work to be performed by a subcontractor,
- Obtain applicable permits/support documents that will be required to include with Exhibit F (see N3B-AP-P300-1, R0, *Integrated Work Control Process*).
- Monitoring the subcontractor's work as it progresses.

The STR/ES&H Manager does the following:

- Oversee of the execution of the work, and
- Evaluate subcontractor performance.
- Develop the Exhibit F and review and approve the subcontractor's site specific ES&H plan, as applicable.

3.2 Purchase Requisition

The STR or Requester will work with the ES&H Managers to identify and assign safety and/or environmental representative(s) and additional ES&H SMEs, when required.

The creation of an Integrated Project Team (N3B-AP-TRU-1045, R0, *Integrated Project Team for Project Management*) is required for all projects involving CH-TRU materials, and (N3B-AP-ER-1001, R0, *Environmental Remediation Project Preparedness Review*), involving ER activities are recommended for the upfront planning of fieldwork and project execution. The IPT process brings together various organizations, disciplines, professions, and levels of management on a project that can assist in delivering a defined project

outcome. An IPT should have an effective and timely means to access an appropriate level of Subject Matter Expert (SME) support to evaluate or assist with the development, validation, and implementation of the technology selected for their project, including resolution of technical issues. CH-TRU STR's utilizes an Over site plan (N3B-Form-6249).

To ensure project readiness/preparedness refer to Exhibit F (Sections F.8 and F 20.3) and N3B-AP-ER-1001 as applicable.

The STR or Requester will work with the ES&H representative(s) and project team to develop a purchase requisition that must include:

- Nature and scope of the work to be performed and the criteria that must be met,
- Expected duration of the work,
- Technical specifications or special requirements,
- Where the work will be done,
- Site hazards and controls (Form 2101, *Integrated Work Document (IWD) Part 2, FOD Requirements and Approval for Entry and Area Hazards and Controls* are received from LANL for work in a Los Alamos National Laboratory (LANL) Operational Control Area and must be included in N3B work packages. The use of N3B-Form-6220, *Job Hazard Identification Worksheet, (optional)* may be used for work in an N3B-controlled area (see N3B-AP-P300-1, R0, *Integrated Work Control Process*), and
- Exhibit F, which contains ES&H requirements.

Exhibit F includes contractual requirements from N3B 10 CFR 851, *Worker Safety and Health Program* that follow a graded approach based on the level of hazard. Their applicability will be determined by the STR or Requester and ES&H representative(s) based on the checklists included in Exhibit F, which has also adopted P300 requirements pertaining to the IWCP process (Exhibit F section 20.3).

Examples of the types of Exhibits are as follows:

Low hazard:

- Subcontractors who provide only some types of commercial items or services are not subject to the N3B 851 Program requirements. Examples of these excluded subcontractors include vendors (e.g., soda, snacks) and delivery of packages.
- The N3B 851 Program will be applied to other subcontractors using a graded approach. For example, only the basic requirements for low hazard work, as listed in the Low Hazard Work document will be applied to:
- Office equipment installation and/or maintenance; material or equipment deliveries or pick-ups; computer software installation and maintenance; escorted on-site inspections and assessments with no hands-on work; on-site training, and technical consultations. Some conditions may apply.

Moderate Hazard:

- Equipment Installation, Maintenance, and Repair in areas where other significant Hazards do not present a risk of exposure (radiation, exposed hazardous waste) and additional concerns are not identified in the Exhibit F check list for high and Moderate Hazard activities.

- Examples can include but are not limited to: HVAC maintenance, non-energized electrical installs, Boiler maintenance, Elevators, Fire and lighting systems, communications systems and wiring, office and cubicle installation. Compressed air systems.

High Hazard: Identified via use of the Exhibit F checklist

Examples can include the following

- Construction, Major facility modifications or repairs, Demolition, Decontamination and Decommissioning (D&D), Drilling wells or cores, Large/broad scope Multi-Task Order Agreements, Unique, first-of-a-kind, high-risk scope of work, Hazardous waste management, transportation, or disposal operations

When the purchase requisition is ready, the STR or Requester will provide it to N3B Procurement. N3B Procurement will review the purchase requisition to ensure compliance with procurement requirements and initiate the purchase requisition into the procurement system.

3.3 Subcontractor Evaluation

Demonstrated ES&H performance is a primary consideration in the selection of companies invited to submit bids and in awarding subcontracts. Subcontractors must provide information to N3B including, but not limited to, injury/illness data, ES&H program documents, accident investigations, and other safety and health information. Therefore, in determining whether a company's historical and current ES&H performance are acceptable, the following steps will be taken:

- N3B Procurement will evaluate potential subcontractors against minimum performance eligibility factors. If subcontractors do not meet minimum performance eligibility factors, the STR or Requester and safety and/or environmental representative must evaluate, review details and determine eligibility; and
- STR and ES&H representative(s) evaluate the subcontractor's submitted ES&H data.

The minimum performance eligibility factors, outlined in Exhibit F, are applicable to all high hazard and moderate hazard work. For companies exempt from Occupational Safety and Health Administration (OSHA) recordkeeping in accordance with 29 CFR 1904.1, *Partial Exemption for Employers with 10 or Fewer Employees*, items 1 and 3 of the Exhibit F form F3-2 must be completed.

Bidders must submit a properly executed Environment, Safety and Health History Worksheet, which is part of Exhibit F, with their response to the RFP and commit to providing a letter from their workers' compensation insurance carrier to certify the Experience Modification Rate performance if they submit a proposal.

Any response received from a bidder that does not meet the stated minimum requirements, that does not provide the Environment, Safety and Health History Worksheet, or that has fewer than three years of demonstrated safety and/or environmental performance must be reviewed by the STR or Requester and ES&H representative for approval in consultation with N3B Procurement. If necessary, the subcontractor must submit plans to reduce or mitigate their rates to bring them in line with the rates quoted in Exhibit F and maintain them in the future.

When a prequalification is used for high hazard and moderate hazard work as defined in the exhibit F, N3B Procurement will use the Environment, Safety and Health History Worksheet (F3-2) to evaluate subcontractor data against the minimum safety performance eligibility requirements. Potential subcontractors who meet the minimum safety performance eligibility requirements and other prequalification requirements will be eligible to submit proposals. N3B Procurement will construct a bidders list based on the evaluation and the prequalification data.

When a prequalification process is not utilized for high hazard and moderate hazard work, N3B Procurement will use the minimum performance eligibility factors in Exhibit F to evaluate each bidder's data against the minimum safety performance eligibility requirements as submitted in the bidder's proposal. Bidders who meet the minimum safety performance eligibility requirements will be eligible for further evaluation as potential awardees.

If any of the maximum allowable averages in exhibit F attachment F3-1 are exceeded, the subcontractor shall provide information to N3B that clearly explains the excessive rate and that the anomaly causing that excess was not easily preventable using sound safety practices. CONTRACTOR must approve any exceedances. This also applies to lower-tier subcontractors.

3.4 Request for Proposal (RFP)

N3B Procurement will complete and issue the RFP to potential subcontractors. The RFP includes the contents of the requisition package and other information, including Exhibit F.

The STR or Requester with support from the ES&H representative(s), when requested, will participate in pre bid meetings to discuss subcontract requirements in Exhibit F and answer questions.

Potential subcontractors may be asked to provide a copy of their Corporate ES&H program (or a table of contents, depending on the subcontract complexity or level of risk) that clearly states the company's commitment and understanding of ES&H issues. A site specific ES&H plan will be required when the subcontract/task order is awarded and issued but before N3B Procurement issues a full Notice to Proceed (see Section 3.6).

3.5 Award and Issue Subcontract

N3B Procurement and the source selection committee (when employed) will apply the established pre award evaluation criteria that include objective ES&H elements and will evaluate proposals to determine a responsible subcontractor. N3B Procurement will award the subcontract to the chosen responsible subcontractor that meets the ES&H requirements, as well as other requirements of the RFP.

3.6 Project Specific Environment, Safety, and Health (ES&H) Plan

The subcontractor will submit, if required, a site specific ES&H plan, which will be reviewed by the STR, ES&H representative(s), and ES&H SMEs as required. N3B Procurement in coordination with, the STR, and ES&H Manager work with the reviewers and the subcontractor to resolve comments on the ES&H plan. After the ES&H plan is accepted by the ES&H representative(s), and the preparedness checklist is complete, N3B Procurement may issue a Notice to Proceed.

No on site work will commence until the ES&H plan is accepted, the preparedness checklist is completed (*see N3B-AP-ER-1001*), and a Notice to Proceed is issued.

NOTE: N3B Procurement may issue a partial Notice to Proceed with approval from the ES&H representative(s). In such cases, N3B Procurement must receive specific restrictions associated with the partial Notice to Proceed from the STR and communicate them in writing to the subcontractor.

3.7 Execution of the Work

The STR will perform the responsibilities listed in N3B-P850, *Subcontract Technical Representative Procedure* as well as applicable STR implementing documents.

The STR with support from the ES&H representative(s) and ES&H SMEs will provide oversight of subcontractor activities to review compliance with the ES&H requirements of the subcontract. This includes regular and/or spot check inspections of work performed by subcontractors. The ES&H representative(s) and ES&H SMEs will document their inspections and report issues or findings to the STR. ES&H representative(s) will also participate in the investigation of accidents/incidents involving the subcontractor.

A “Safety Citation”, or SC (see Exhibit F, Attachment F59-1, Safety and Environmental Performance Citation), may be issued to subcontractor by the N3B’s ES&H organization through the N3B STR for any safety or environmental violations.

The subcontractor is expected to provide prompt correction and control of hazards and deficiencies, however detected.

In the event the subcontractor fails to correct or control such hazards and deficiencies, penalties may be assessed by N3B Procurement and the STR in accordance with contract provisions. Penalties may include termination of the subcontractor or a subcontractor employee from the worksite for willful or repeated noncompliance.

3.8 Evaluation of Subcontractor Performance

Any member of the project team may request input regarding subcontractor performance through the STR or Requester. At a minimum, input will be requested at completion of the subcontract by the N3B Procurement. The ES&H representative(s) and/or ES&H SMEs will provide inspection data, upon request. N3B Procurement may determine that the performance evaluation information is considered part of the prequalification process for the subcontractor for future subcontracts.

4.0 RESPONSIBILITIES

4.1 N3B Procurement

- Awards and administers subcontracts.
- Manages the procurement process, including:
 - Purchase requisition,
 - Exhibit F performance eligibility (if minimum standards are met),
 - RFPs, and
 - Issuance of Notice to Proceed after acceptance of the ES&H plan by the STR/Requester and the ES&H representative.

- Works with the STR or Requester and the ES&H representative to evaluate and approve subcontractors who do not meet minimum performance eligibility factors.
- Provides criteria for use by the STR or Requester and ES&H representative to determine adequacy of a site specific ES&H plan.
- Provides and/or coordinates needed support to STRs or Requesters for N3B-wide subcontracts such as custodial services.
- Ensures timely revision of Exhibit F based on input from ES&H, STRs or Requesters.

4.2 Subcontract Technical Representative (STR)

- Performs the responsibilities listed in N3B-P850, *Subcontract Technical Representative Procedure* and when applicable, other N3B implementation documents.
- If the subcontract includes high hazard, establish an IPT (N3B-AP-TRU-1045) and an STR Oversight Plan (N3B-Form-6249).
- Works with the N3B ES&H representative(s) to incorporate Exhibit F requirements into the subcontract.
- Works with the N3B ES&H representative(s) and project team to develop a requisition package that includes:
 - Nature/scope of the work to be performed,
 - Expected duration of the work,
 - Technical specifications or special requirements,
 - Where the work will be done,
 - Ensures the work package is completed in accordance with N3B-AP-P300-1.
 - Site hazards and controls (see N3B-AP-P300-1, R0, *Integrated Work Control Process*), and
 - Exhibit F based on hazard level and type of work.
 - Coordinate with Waste Disposition Director, as necessary, for review of waste management plans and waste minimization plans, and other documents related to waste management and disposal.
 - Reports accidents and incidents involving subcontractors in accordance with N3B-P322-3, *Performance Improvement from Abnormal Events*.
 - Communicates ES&H compliance issues and findings to the subcontractor and coordinates with the appropriate SME to ensure issues are adequately resolved.
 - Notifies the FOD and the ES&H representative when work is scheduled to start.

4.3 Requester

- Monitors the work of the subcontractor as it progresses.
- Participates in the investigations of accidents/incidents involving the subcontractor.
- Reports any hazards or deficiencies to ES&H representative.
- Stops work if there is a serious hazard or deficiency.

4.4 ESH Managers

- Provides ES&H SMEs when requested and funded by the STR project for review of site specific ES&H plan, environmental plans, design documents, D&D plans or other documentation required by the contract and compliance oversight.
- Ensures necessary ES&H representative(s) for subcontracts are provided, when requested and funded by the STR project.

4.5 Responsible Program Manager

- Ensures that appropriate ES&H and facility SMEs participate in the design review process, as necessary.
- Assigns Procurement Representatives for their organization.

4.6 Assigned Procurement Representative

- Reviews the requisition package to ensure N3B procurement requirements are met.
- Initiates the requisition package into the procurement system.

4.7 Facility Operations Director (FOD) or Designee

- Works with the STR or Requester and ES&H representative(s) to ensure that site hazards and controls (see N3B-AP-P300-1, R0 *Integrated Work Control Process*) are included in the purchase requisition.
- Approves the work package and authorize work on the Plan of the Day (POD).
- Releases subcontractor work to be conducted in their facilities.
- Provides oversight of fieldworkers.

4.8 ES&H Representative

- Working with the assigned STR or Requester, involves other ES&H SMEs and waste management SME(s), as necessary, to complete the checklist from Exhibit F to define the requirements that are relevant to the subcontract.
- Evaluates the subcontractor's submitted Performance Eligibility data for review and approval.
- Involves ES&H SMEs and SME(s), as necessary, to review the subcontractor's site specific ES&H plan.
- Participates in pre bid meetings to discuss subcontract requirements in Exhibit F and answers questions when requested.
- Performs oversight surveillance of subcontractor activities to review compliance with the subcontractor's ES&H plan and other requirements and reports any issues or findings to the STR or Requester.
- Provides surveillance data, upon request.
- Provides oversight of subcontractors to ensure safety and industrial hygiene hazards, controls, and exposure assessments have been implemented in accordance with contractual requirements.

4.9 Environment, Safety, and Health (ES&H) and Waste Management Subject Matter Experts (SMEs)

- Work with the ES&H and STR representative(s), when requested, to review the checklist in Exhibit F to define the requirements that are relevant to the subcontract.
- Work with the ES&H representative(s), when requested, to review the subcontractor's site specific ES&H plan.
- Perform design reviews and conduct oversight surveillance for subcontractor activities to review compliance with the subcontractor's ES&H plan and other requirements and reports any issues or findings to the STR or Requester.

5.0 IMPLEMENTATION

The requirements in this document are effective on the issue date, and in accordance with approved Safety Basis Procedures, N3B-SBP112-3, *Un-reviewed Safety Question (USQ) Process*.

6.0 TRAINING

No specific training required.

8.0 DOCUMENTS AND RECORDS

8.1 Records Processing

N3B Procurement/STR/Requester/ESH Managers/Responsible Program Manager/FOD or Designee/ES&H Representative/ES&H and Waste Management SMEs

Ensure all records generated by the performance of this procedure are processed and protected accordingly:

- When the records are no longer needed for current business, transfer all records to N3B Records Management custody according to N3B-P1020-1, *N3B Records Management*.
- Use N3B-PLN-RM-0004, *N3B Specific Records File Plan and Retention Schedule*, to determine approved disposition schedules for Federal records created or received in performance of work for the Los Alamos Legacy Cleanup Contract (LLCC).

Record Identification	Record Type Determination	Protection/Storage Methods
<p>Subcontractor Site Specific ES&H Plan</p> <p>Note: Quality Assurance (QA) documents shall be considered valid records only if stamped, initialed, or signed and dated by authorized personnel or otherwise authenticated. Corrections to documents shall be reviewed and approved by the responsible individual from the originating or authorized organization.</p> <p>Exhibit F, Attachment F59-1, <i>Safety and Environmental Performance Citation</i></p> <p>N3B-Form-6249, <i>CH-TRU Subcontractor Oversight Assignments</i></p>	<p>Quality Assurance (QA) Record</p> <p>Nonpermanent</p> <p>Note: Lifetime QA Records must be retained for the life of the item. Nonpermanent QA Records provide evidence that an activity was performed in accordance with applicable requirements, but do not meet the criteria for Lifetime Records. Nonpermanent Records must be maintained for their identified retention period.</p> <p>Quality Assurance (QA) Record</p> <p>Nonpermanent</p> <p>Quality Assurance (QA) Record</p> <p>Nonpermanent</p>	<p>Supervision shall ensure the records are managed, maintained and stored according to NQA-1 2008/2009a requirements:</p> <ul style="list-style-type: none"> ▪ Limit access to the processing, storage, and retrieval of records to authorized personnel. ▪ Provide for the temporary storage of QA records in a cabinet with 1-hour fire rating, unless dual storage requirements are met. ▪ Provide for the long-term storage (single storage) of QA records in a cabinet with a minimum 2-hour fire rating unless dual storage requirements are met.

9.0 DEFINITIONS AND ACRONYMS

9.1 Definitions

Contractor - For the purposes of this document, the contractor is N3B.

Decontamination and Decommissioning (D&D) - Decommissioning activities, including characterization, decontamination, dismantling, demolition, and disposition (disposal or salvage) of facility, equipment, or structures.

Drilling Operation - Operations, equipment, and appurtenances used in boring a hole from the surface of the ground to a point or points beneath the surface.

ES&H Representative - A safety, health, or environmental member of the ES&H organization who has been assigned to assist the STR on safety related issues and perform oversight. Depending on the complexity of the subcontract, the N3B safety representative may require assistance from other ES&H SMEs (e.g., Radiological Control Technicians [RCTs], crane SMEs, etc.).

Tier Subcontractor - An individual or legal entity at any tier that has entered into an agreement with a higher tier subcontractor for the delivery of goods or services necessary for the higher tier subcontractor's performance of a contract.

Project Team - A team led by a project manager, and comprised of the appropriate functional experts, that carries out activities to achieve project goals.

Requester - An individual within a N3B organization who is authorized by that organization to request that goods or services be procured on behalf of N3B and is the actual user of the goods and services. Performs functions similar to an STR.

Responsible Manager (RM) - The individual having responsibility, authority, and accountability for overall planning, validation, coordination, approval, execution, and closeout of a work activity in accordance with Integrated Work Management. The RM may delegate responsibility and authority, but not accountability, for fulfilling these roles.

Subcontract - A legally binding agreement issued between N3B and a subcontractor that contains essential terms and conditions under which goods or services will be furnished to N3B.

Subcontract Administrator (SA) - The N3B Procurement representative authorized to address contractual issues and execute and/or administer subcontracts on behalf of N3B.

Subcontract Technical Representative (STR) - The individual who has been appointed by N3B Procurement, received the required training, and received authorization in writing by the N3B Procurement Manager or designee to perform specified technical or administrative oversight for specific subcontractor(s).

Subcontractor - An individual or legal entity that has entered into an agreement with N3B for the delivery of goods or services.

Subject Matter Expert (SME) ES&H - Designated organizational experts representing N3B core safety programs (e.g., RCTs, Industrial Hygienists, environmental support, ESH support, Waste Management Coordinators, Electrical Safety Officers, etc.). Their involvement may be specifically mandated by other requirements or may be indicated because of desirable expertise relative to the nature of the work.

Subject Matter Expert (SME) Technical - Independent technical experts who have knowledge relevant to the hazards involved in the work.

9.2 Acronyms

CFR	Code of Federal Regulations
CM	Construction Management
D&D	Decontamination and Decommission
DPR	Designated Procurement Representative
ER	Emergency Response
ES&H	Environment, Safety, and Health
FOD	Facility Operations Director

ISM	Integrated Safety Management
IWD	Integrated Work Document – Part 2
N3B	Newport News Nuclear-BWXT, LLC
OSHA	Occupational Safety and Health Administration
RCT	Radiological Control Technician
RFP	Request for Proposal
RM	Responsible Manager
SA	Subcontract Administrator
SBP	Safety Basis Procedure
SME	Subject Matter Expert
STR	Subcontract Technical Representative
USQ	Un-reviewed Safety Question
WSR	Worker Safety Rule

10.0 HISTORY

Revision History		
11/20/18	N3B-P101-12, Rev. 0	Initial Issue. This document supersedes Blue Sheeted P101-12.
6/7/2022	N3B-P101-12, Rev. 1	<p>Exhibit F Requirements clarified. Responsibilities for STR's and ESH manager and SME's updated. Removed references to:</p> <p><i>N3B-Form 2101 Integrated Work Document (IWD) Part 2, FOD Requirements and Approval for Entry and Area Hazards and Controls for work in a Los Alamos National Laboratory (LANL) Operational Control Area</i></p> <p><i>N3B-Form 6017, Integrated Work Document (IWD) Part 2 FOD Requirements and Approval for Entry and Area Hazards and Controls</i></p> <p>Both forms have been superseded by N3B-AP-P300-1, R0, <i>Integrated Work Control Process</i></p>

11.0 REFERENCES

Prime Contract:

- 29 CFR 1910, Occupational Safety and Health Standards

10.1 Other References

- 10 CFR 851, *Worker Safety and Health Program*
- N3B 851, *Program*
- 29 CFR 1904.1, *Partial Exemption for Employers with 10 or Fewer Employees*
- N3B-P850, *N3B Subcontract Technical Representative Procedure*
- N3B-P322-3, *Performance Improvement from Abnormal Events*
- N3B-SBP-112-3, *Un-reviewed Safety Question (USQ) Process*
- N3B-P1020-1, *N3B Records Management*
- N3B-P311-1, *Creating, Revising, and Cancelling N3B Procedures*
- N3B-PD311, *Requirements System and Hierarchy*
- N3B-P300, *Integrated Work Management*
- N3B-SD100, *Integrated Safety Management System Description Document*
- 29 CFR 1926, *Safety and Health Regulations for Construction*

- 29 CFR 1904, *Recording and Reporting Occupational Injuries and Illnesses*
- 40 CFR 260 270, *Hazard Waste Management Regulations*
- 40 CFR 273, *Standards for Universal Waste Management*
- 40 CFR 279, *Standards for the Management of Used Oil*

11.0 FORMS

N3B-Form-6249, CH-TRU Subcontractor Oversight Assignments

12.0 ATTACHMENTS

There are no attachments associated with this document.