

CONSOLIDATED NUCLEAR SECURITY, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR
ACCESS TO PANTEX PLANT FOR 10 CFR 851 APPLICABILITY



Managed and Operated by
Consolidated Nuclear Security, LLC

P.O. BOX 30020

AMARILLO, TEXAS 79120-0020

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1. ACCESS TO PANTEX PLANT

- (a) Personnel Access. All personnel of the Seller and its subcontractors who require access to the premises of Pantex Plant in performance of work under this contract will be subject to the security controls prescribed by the Government. Participation in the Human Reliability Program (10 CFR 712) as outlined in Clause 6 may be required depending on the specific scope of work. Unless otherwise expressly provided in this contract, all Seller personnel engaged in the performance of work under this contract on the premises of Pantex Plant must be citizens of the United States of America. It is the responsibility of the Seller to ensure uncleared individuals employed or subcontracted under this contract are U.S. citizens. All Seller employees will be required to submit acceptable evidence of U.S. citizenship to Access Control prior to receiving Pantex Plant access approval, as identified in Appendix A of this document.
- (b) Acceptance of Personnel. Seller shall withdraw and replace any individual, including Seller or subcontractor employee assigned to work hereunder who, in the judgment of Company or the DOE, is not qualified or desirable for such purpose. Requests for withdrawal or replacement may include, but are not limited to:
 - (1) Fitness to work criteria and health risk issues identified in pertinent standards appended to this statement of terms and conditions. These include, but are not limited to, applicable standards imposed through 10 CFR 851, 29 CFR 1910, 49 CFR 40 and/or implementing Company work instructions and standards. The Seller shall ensure that health services and medical evaluations are completed and restrictions are reported so that only qualified Seller employees are assigned work, as outlined in Clause 5, Seller Occupational Medicine, of this document.
 - (2) Due to the nature of work at the Pantex Plant, and for the safety and security of all personnel on the plant site, all Seller and Subcontractor employees must read, understand, and communicate in English at a level sufficient to understand all instructions that may be given during the performance of work and satisfactorily complete all training without assistance.
 - (3) The Seller is responsible for providing notification of the identity of any Seller employee to Company when that contracted employee is projected to spend 30 days or more working at any DOE facility in any 12-month rolling period or to be enrolled in a medical or exposure monitoring program required by 10 CFR 851 (Worker Safety and Health Rule). Withdrawal and/or replacement of any Seller or subcontractor employee may impact the level of services required under 10 CFR 851.

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- (c) Access control will be based upon location where work is to be performed, time duration for completion of the work, frequency of need for access, and other factors relative thereto. The type of control will be as outlined in (1) and/or (2) below as determined by Company; provided, however, that the type or method of control shall not constitute grounds for nonperformance of work specified in this contract.
- (1) Seller personnel engaged in the performance of work under this contract may require a security clearance granted by the DOE. The Seller shall, after receipt of notice of award, require personnel assigned to performance of work under this contract requiring a security clearance, to fill out and submit forms (provided by Company) through Company to the DOE for the purpose of investigation and processing for the granting of the security clearance. If not already cleared, the Seller shall propose a number of their personnel for clearance sufficient to assure their capability of accomplishing the work under this contract within the time limits specified, even though the processing time for clearance of one or more of the persons selected may extend beyond the scheduled date for beginning or completing the work. Notwithstanding the above requirements, the Seller may not request the clearance of their personnel who are not involved in performance of the work under this contract, and the Seller may not request the clearance of more of their employees than reasonably required and agreed upon by COMPANY as being required to meet the completion schedule for performance of the work under this contract. It is also agreed by the Seller that all clearances granted by the DOE shall be terminated upon completion of performance of work under this contract.
- (2) During the performance of work under this contract, restriction of the Seller's personnel from access to restricted data and other classified information will be accomplished by guard surveillance, or where the work location permits, without guard surveillance. However, this provision may not be construed to limit the Seller's responsibility of liability, should such occur, under Federal regulation and/or statute as provided in the "Security" clause.
- (d) Use of Pantex Plant Premises. In the absence of written authorization from the Company Procurement Representative, use of Pantex Plant premises by the Seller or its subcontractors of any tier, pursuant to access granted under this clause, shall be limited to work required by this contract to be performed on such premises. The use of the access privilege for any purpose other than to perform work required under this contract is prohibited and may be grounds for terminating this contract or for finding that an individual is unacceptable under paragraph (b) of this clause.
- (e) Notice Requirements for Employees Terminated or Reassigned by the Seller. The Seller shall (1) immediately notify the Company Procurement Representative and the Company Access Control Office if any Seller employees assigned to work under this contract are terminated for any reason or are assigned to other Seller non-Company work and will not work under this contract in the future and (2) ensure that any Seller

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employees who hold a security clearance check out through Access Control and receive a security termination briefing on the last day of assignment at the Pantex Plant and (3) ensure that any Seller employees identified under this paragraph surrender to the Company Access Control Office any Pantex Plant badge or other access documents when checking out through Access Control, or as soon as possible when requested.

2. ACCESS TO PANTEX PLANT COMPUTING RESOURCES

- (a) Seller personnel who are granted unescorted access to Pantex Plant computing resources are subject to the cyber security procedures outlined in this clause. Computing resources include but are not limited to remote dial-in; Argus personnel access booths; computer based training (CBT); the Internet, and desktop personal computers. The procedures are applicable to Seller personnel located at Pantex Plant or at the Seller's facility. If the Seller does not comply with the provisions of this clause, Company may withdraw the Seller's access to Pantex Plant computers and may also terminate this contract for default. Misuse of a Pantex Plant computer may be a violation of law and could result in appropriate action including prosecution.
- (b) Access to Pantex Plant computing resources by Seller personnel may be permitted as required to perform the contract Statement of Work. Pantex Plant computing resources may be used only to perform work authorized in the contract.
- (c) Computer software or documentation developed on or for Pantex Plant computer systems is the property of the Company and the Government unless provided otherwise in the contract.
- (d) Information or data furnished by Company or obtained from a Pantex Plant computer by Seller personnel must be protected by the Seller to prevent disclosure to any person other than Seller's employees having a need to know unless such disclosure is authorized in writing by the Company Procurement Representative.
- (e) Classified material or information shall be protected in accordance with the security provisions of the contract, if applicable. If this contract does not include security provisions and the Seller is furnished or comes in contact with classified material or information, it shall be reported immediately to the Company Procurement Representative.
- (f) Files of any other user may not be accessed without specific permission from that user.
- (g) Company reserves the right to monitor the use of computing resources or electronic communications by reviewing the contents of such data on Pantex Plant computers.
- (h) Computer passwords are created by individuals and must not be shared or written down. Computer passwords must be protected by each Seller employee to prevent disclosure or potential disclosure. The Seller must notify Company immediately so that corrective actions may be taken and a new password can be issued.

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- (i) Seller personnel must have at least a background investigation before access is granted to Pantex Plant computer resources per NIST 800-53/CNSSI 1253. Seller Personnel must receive initial cyber security training by reading the Initial Cyber Security Briefing, and sign a PX-3864 for course 75.20, "Initial Cyber Security", course 75.31, "Code of Conduct Statement for Computer Users", and course 75.35, "NNSA Consent Form". Following the initial briefing, CBT course 75.37, "Cyber Security at Pantex" must also be completed within three weeks of the initial training if the personnel will be on Plant site longer than ten days. If the scope of work is longer than one year, Seller' employees must receive refresher training. Agreement with the Code of Conduct Statement is part of the refresher training.
- (j) Cyber Security will address off-normal or unusual situations on a case-by-case basis.

3. EMPLOYEE CONCERNS

- (a) For purposes of this clause, "Seller employees" are persons employed by Seller and engaged in on-site work or activities directly related to on-site work.
- (b) Seller must notify Seller employees that:
 - (1) DOE and the Company maintain an Employee Concerns Program (ECP) that extends to Seller employees. An "employee concern" is a good-faith expression by an employee that a policy or practice by DOE, Company, or Seller should be improved, modified, or terminated. Concerns may address health, safety, the environment, management practices, ethics, harassment, discrimination, fraud, waste, or reprisal for raising a concern.
 - (2) The Company ECP provides Seller employees with a forum for consideration of employee concerns. Two purposes of the Company ECP are to ensure that Seller employees can raise employee concerns without fearing reprisal, and to address employee concerns in a timely and objective manner.
 - (3) Seller employees have the right and responsibility to report concerns relating to the environment, safety, health, or management of DOE-related activities. While Seller employees are encouraged first to seek resolution with first-line supervisors or organizational managers, or through Seller's own existing complaint or dispute-resolution systems, Seller employees have the right to report concerns through the Company ECP by calling 865-574-4199 or 865-241-5855, or 806-477-5348. Seller employees may also call the NNSA NPO at 865-241-6497 or 806-477-3623, or the DOE Employee Concerns Hotline at 1-800-541-1625.
 - (4) Although concerns may be reported anonymously, the investigation into the concern may be limited if insufficient information is provided when submitting the concern. Those who submit concerns anonymously will not receive a direct response.

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- (5) For on-site work or activities directly related to on-site work, Seller is subject to the DOE Contractor Employee Protection Program procedures of 10 CFR 708 for processing complaints of alleged retaliation for disclosure of information concerning danger to public or worker health or safety, substantial violations of law, or gross mismanagement; for participation in Congressional proceedings; or for refusal to participate in dangerous activities. The provisions of 10 CFR 708 prohibit reprisals against Seller employees in response to, or in retaliation for, having raised good-faith reasonable concerns about DOE-related operations. (see DEAR 952.203-70)
- (c) Seller must assist Company and/or DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of DOE-related activities under Seller's or Company's jurisdiction.
- (d) Seller must cooperate with assessments used to verify that it has acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern.
- (e) Notices containing the information in subparagraph (b) and which are posted in areas where DOE-related work is performed will satisfy the notification requirement of subparagraph (b).
- (f) Flowdown – Requirements of this clause shall be flowed down to all lower-tier subcontracts involving on-site work or activities directly related to on-site work.

4. FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) OVER SELLER

- (a) For purposes of this clause, a "foreign interest" is defined as any of the following:
 - (1) A foreign government or foreign government agency;
 - (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
 - (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or
 - (4) Any person who is not a U.S. citizen;
- (b) "Foreign ownership, control, or influence (FOCI)" means the situation where the degree of ownership, control, or influence over a Seller by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.
- (c) For purposes of this clause, "Seller" means any Subcontractor at any tier and the term "Company" shall mean CNS, when this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "Contract" shall mean subcontract.

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- (d) The Seller shall immediately provide the Company Procurement Representative written notice of any changes in the extent and nature of FOCI over the Seller which would affect the answers to the questions presented in 48 CFR 952.204-73 (SF 328). Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Company Procurement Representative and Facility Security Administrator.
- (e) In those cases where a Seller has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the DOE shall consider proposals made by the Seller to avoid or mitigate foreign influences.
- (f) If Company at any time determines that the Seller is, or is potentially, subject to FOCI, the Seller shall comply with such instructions as Company shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.
- (g) The Seller agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require a facility clearance. A facility clearance is an administrative determination that a company is eligible for access to classified information or award of a classified contract. Contract award may be made prior to the issuance of a facility clearance. In those cases, the Seller will be processed for a facility clearance at the appropriate level and must meet eligibility requirements for access to classified information. However, Seller personnel will not be afforded access to classified information until the facility clearance has been granted and their individual clearances have been attached to the registered activity. Additionally, the Seller shall require such subcontractor and sub their tier parents involved in subcontracts under this contract, whether at Pantex Site or at another facility which meet the aforementioned criteria, to submit Foreign Ownership, Control, or Influence Determination documents completed via the e-FOCI website. Such subcontracts or purchase orders shall not be entered into until such time that the subcontractor(s) and its tier parent(s) are notified of a favorable FOCI Determination being rendered and Facility Clearance granted.
- (h) Information submitted by the Seller or any affected subcontractor as required pursuant to this clause shall be treated by the DOE and Company to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (i) The requirements of this clause are in addition to the requirement that a Seller obtain and retain security clearances for key management personnel as directed by DOE and the Seller or employees required by this contract. This clause shall not operate as a limitation on Company's rights, including its rights to terminate this contract.
- (j) Company may terminate this contract for default either if the Seller fails to meet obligations imposed by this clause, e.g., provide the information required by this clause,

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comply with Company's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in Company's judgment, the Seller creates a FOCI situation in order to avoid performance or a termination for default. Company may terminate this contract for convenience if the Seller becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

5. DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION: (DEC 2000) (MODIFIED)

- (a) For the purposes of this clause:
 - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization.
 - (2) Work shall be performed in accordance with 10 CFR 851, Worker Safety and Health Program, which establishes the mandatory requirements for implementing the applicable functional areas, including at a minimum: construction safety; fire protection; firearms safety; explosives safety; pressure safety; electrical safety; industrial hygiene; occupational medicine; biological safety; and motor vehicle safety.
 - (3) Work performed under this contract shall comply with 10 CFR 851.20 through 851.27.
 - (4) Seller means the lowest tiered Seller with primary responsibility for the execution of all work described within a procurement or authorization document (e.g., statement of work, construction contract, and work order).
 - (5) Employees include subcontractor employees.
- (b) In performing work under this contract, the Seller shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Seller shall exercise a degree of care commensurate with the work and the associated hazards. The Seller shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Seller's work planning and execution processes. The Seller shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Seller and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

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- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by Company and the Seller. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Seller. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The Seller shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the Seller will:
- (1) Define the scope of work.
 - (2) Identify and analyze hazards associated with the work.
 - (3) Develop and implement hazard controls.
 - (4) Perform work within controls.
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the Seller will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Company program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the Seller will measure system effectiveness.
- (e) The Seller shall submit to Company documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by Company. Guidance on the preparation, content, review, and approval of

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the System will be provided by Company. On an annual basis, the Seller shall review and update, for Company approval, its safety performance objectives, performance measures, and commitments consistent with and in response to Company's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the Seller's business processes for work planning, budgeting, authorization, execution, and change control.

- (f) The Seller shall comply with, and assist Company in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The Seller shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The Seller shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the Seller fails to provide resolution or if, at any time, the Seller's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, Company may issue an order stopping work in whole or in part. Any stop work order issued by Company under this clause (or issued by the Seller to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of Company or the Government. In the event that Company issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of Company. The Seller shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) Regardless of the performer of the work, the Seller is responsible for compliance with the ES&H requirements applicable to this contract. The Seller is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the Seller's compliance with the requirements.
- (i) The Seller shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the Seller may choose not to require the subcontractor to submit a Safety Management System for the Seller's review and approval.

6. SELLER OCCUPATIONAL MEDICINE

- (a) All Sellers, as defined in 3(a)(4), performing work under this contract must provide Occupational Medicine services, in compliance with 10 CFR 851, Appendix A.8 (as provided in the specifications of this contract), to all workers employed under this



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contract. Seller's Management will only place qualified contract employees in a given job on the contract.

NOTE: In order to assist Sellers in complying with the 10 CFR 851 Occupational Medicine requirements, reference the Company 10 CFR 851 Occupational Medicine Compliance Approach (See Appendix D Exhibit 1) contained in CD-0009. CD-0009 is available on www.pantex.com under the Procurement tab.

Additional information on the entire 10 CFR 851 Rule, including frequently asked questions and answers can be found using the following web addresses:

The DOE's Office of Health, Safety and Security: 10 CFR 851 Worker Safety and Health Program website

<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>

10CFR851 "Worker Safety and Health Program" Frequently Asked Questions

http://www.hss.doe.gov/HealthSafety/WSHP/rule851/FAQ_10_30.htm#8.OccupationalMedicine

- (b) The Seller shall include a clause substantially the same as this clause in all subcontracts for performance of work under this contract.

7. HUMAN RELIABILITY PROGRAM (HRP)

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

8. WORKPLACE SUBSTANCE ABUSE PROGRAM

- (a) Drug-Free Workplace. Company is committed to providing a safe working environment and to maintaining the security of our mission. Toward that end, each individual performing work required by this contract, whether Seller or subcontractor at any lower tier, is entrusted to avoid misusing or abusing alcohol or licit drugs, and to abstain from using illicit drugs or intoxicants. Violation of this trust can result in removal from the contract, contract termination for default, and/or appropriate legal consequences.

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- (1) No individual performing work required by this contract may buy, sell, use, or possess illegal drugs such as depressants, stimulants, hallucinogens, and other illegal substances either on or off the Pantex Plant Site. Pantex requires eight hours between consumption of alcohol and reporting for site work (8-Hour Rule). The use or possession of alcohol on Pantex Plant Site, or inappropriate use of alcohol while on Company business is similarly prohibited. Drug-related paraphernalia are not permitted on Pantex Plant Site.
 - (2) Any use of drugs (including misuse of prescribed substances) or alcohol that affects an individual's ability to perform his/her job can result in removal of the individual from the contract and/or other corrective action including contract termination for default. Elimination of personnel under this clause will not be deemed to be an excusable delay or a termination for convenience on the part of Company.
 - (3) Company reserves the right to require Seller personnel on Pantex Plant Site to cooperate in testing by Company for the use of illegal drugs or misuse of alcohol prior to assignment (pre-assignment) to Pantex Plant Site work, as the result of an incident, accident or occurrence, or where there appears to be cause or reasonable suspicion for such testing, as determined by Company personnel.
 - (4) In the event of a confirmed positive drug-screen, individuals have the right to have the split specimen tested at their own expense or the expense of their contracting organization. A breath-alcohol test confirmed as over 0.020 results in the individual being removed from the Pantex Plant Site for twenty-four (24) hours. A second test, given for any of the reasons stated above, for which results are confirmed to be over 0.020, will result in the individual being permanently removed from performance of work on the Pantex Plant Site. Those individuals identified as having a problem related to substance abuse, defined as breath-alcohol test over 0.040 or a confirmed positive illegal drug test will be permanently removed from performance of work on the Pantex Plant Site.
- (b) Pre-assignment and Random Drug Testing. All Seller personnel, including subcontractors at any lower tier, who have a requirement for unescorted access to Pantex Plant and are assigned to "designated positions", are subject to Company's pre-assigned drug testing and random drug testing programs.
- (1) The Seller shall notify the Company Procurement Representative at least forty-eight (48) hours prior to badging of those personnel assigned to designated positions.
 - (2) The designated positions subject to pre-assignment, reasonable suspicion, as a result of an incident (accident for DOT), or random drug and breath alcohol testing are:

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- i. Positions that entail critical duties that require Seller personnel to perform work that affords both technical knowledge of and access to nuclear explosives sufficient to enable the individual to cause a detonation (high explosive or nuclear), in what is commonly known as the Human Reliability Program (HRP). HRP personnel shall be subject to the drug and alcohol testing standards of this part and any additional requirements of the HRP.
 - ii. Positions identified by the Seller which entail duties where failure of Seller personnel adequately to discharge his or her position could significantly harm the environment, public health or safety, or national security, such as:
 - Pilots.
 - Firefighters.
 - Protective force personnel, exclusive of those covered in paragraphs (2)(i) or (2)(ii) of this clause, in positions involving use of firearms where the duties also require potential contact with, or proximity to, the public at large.
 - Personnel directly engaged in construction, maintenance, or operation of nuclear reactors.
 - Personnel directly engaged in production, use, storage, transportation, or disposal of hazardous materials sufficient to cause significant harm to the environment or public health and safety.
 - iii. Other positions determined by Company, after consultation with the Seller, to have the potential to significantly affect the environment, public health and safety, or national security.
 - iv. A position otherwise subject to testing under this part may be exempted from such testing if it is within the scope of another comparable Federal drug testing program, as determined by DOE, after consultation with the Seller, to avoid unnecessary multiple tests.
- (3) Seller personnel assigned to "designated positions" shall report to the Pantex Central Health Facility, Building 12-2, for pre-assignment drug and breath-alcohol testing. Any individual with a confirmed positive pre-assignment drug or breath-alcohol test may not be assigned to perform work at Pantex Plant.
 - (4) Seller personnel assigned to "designated positions" will be included in the Company pool for random selection for drug and breath-alcohol testing. In the event of a confirmed positive random drug test, or exceeding the maximum allowable limit of a breath-alcohol test, the Seller will be notified and shall

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promptly remove such personnel from the Pantex Plant Site and surrender to the Company Access Control Office in Building 16-12, any Pantex Plant badge or other access documents within five (5) calendar days of termination. Any individual with a confirmed positive pre-assignment drug test, or exceeding the maximum allowable limit for a breath-alcohol test, may not be assigned to perform work at Pantex Plant.

NOTE: *Seller employees who do not consent to a requested drug or breath alcohol test provided for under this clause or other provisions of this contract (if any), must be removed from the Pantex Plant Site and any further performance of work under this contract. Elimination of personnel under this clause will not be deemed to be an excusable delay or a termination for convenience on the part of Company.*

- (c) Application to Lower Tier Sellers. The Seller shall insert the provisions of this clause with the parties appropriately identified, including this paragraph, in all subcontracts where the subcontractor at any tier is performing work required by this contract.

9. **DEAR 952.223-72 RADIATION PROTECTIONS AND NUCLEAR CRITICALITY: (APR 1984) (MODIFIED)**

The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of their employees, Pantex Plant employees, and members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety requirements (including reporting requirements) of the DOE, and Pantex Radiation Protection Program, as implemented by the Pantex Radiological Controls Manual. No minor (under 18 years old) Contractor, nor lowered tiered subcontractor employees shall be used for work at the Pantex Plant for operations or locations where there exists the possibility of exposure to ionizing radiation. If required by the contract or requested by the Company Procurement Representative, the Contractor shall submit a management program and implementation plan to Company for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said conditions of the Pantex Radiological Protection Program standards and requirements of the DOE, the Company Procurement Representative may, without prejudice to any other legal or contractual rights of Company or the DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of Company. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

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10. DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS: (APR 1984) (MODIFIED)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by the DOE and shall be preserved by Company until disposal is authorized by the DOE or at the option of Company delivered to the DOE upon completion or termination of the contract. Prior to commencement of work, records of individual occupational radiation doses for employees in previous programs shall be provided to Company for all Seller and subcontractor employees. Access to the Pantex Plant and work under this contract shall be subject to submittal of these records of radiation doses, and the determination by Company or the DOE that the cumulative doses of an individual employee permit work under this contract.

11. NOTIFICATION AND REPORTING BY SELLER FOR OCCURRENCES

- (a) Seller and subcontractor personnel shall immediately (a period of time specifically agreed to not exceed 1 hour) notify Company's Emergency Operations Center of any event, condition, noncompliance, or programmatic breakdown as defined in 10 CFR 851, 10 CFR 830, or 10 CFR 835 which comes to their attention by calling 477-5000. Additionally, Company's Technical Representative, and/or his or her designee, shall be notified. An event or condition is defined as:
- "Event," a real-time occurrence which is unusual or which results in disruption of services, the work, or operating conditions. Some examples of events include injuries, accidents, near misses, potential environmental releases, a pipe break, valve failure, water leak, loss of power, etc.
 - "Condition," any as-found circumstance, whether or not resulting from an event, which may have adverse safety, health, quality assurance, security, operation, or environmental implications (e.g., the discovery of a chemical spill, location of asbestos during demolition work, a wrecked construction vehicle, and/or lost or stolen equipment, etc.)
 - "Repetitive or recurring noncompliance," a noncompliance or closely similar noncompliance that continues to occur, indicating the corrective action, including root cause determination, has not been effective.

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- “Programmatic Breakdown,” several noncompliances have occurred that are related but not identical, indicating a common breakdown in a program or program area. These noncompliances might have a common cause indicating a programmatic weakness. A programmatic breakdown generally involves some weakness in administrative or management controls, or their implementation, to such a degree that systematic problems occur. This weakness might be identified as part of the root cause determination for a single event.
- (b) Seller and subcontractor personnel shall immediately stop operations associated with an event, preserve the location in the condition it was in at the time of the event, and assist Company in any subsequent investigation(s).
- (c) Seller and subcontractor personnel shall take immediate and appropriate corrective actions to mitigate events or conditions that could adversely affect employees, the public, or the environment. Corrective actions will be associated with documented proof of completion.
- (d) If there is confusion or uncertainty as to whether an event or condition should be reported, the Seller or subcontractor shall immediately report the event or condition in accordance with the requirements set forth herein.

12. MAJOR BREACH OF SAFETY

Safety is freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to Company and is a material part of this contract. Company’s safety priority is to protect: (1) the public; (2) the Pantex Plant workforce (including Seller employees working on Company subcontracts); and (3) Plant facilities, equipment, and property. A Major Breach of Safety may constitute a breach of contract that entitles Company to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A Major Breach of Safety is an act or omission of the Seller (or lower-tier subcontractor) that causes a serious incident (accident or exposure resulting in serious consequences such as a lost time injury greater than 10 days, fatality, mission failure, or damage to Plant equipment or property greater than \$100,000). Company may determine that a Major Breach of Safety occurs when the Seller or lower-tier subcontractor causes repeated (three or more) incidents (accidents or exposures resulting in an OSHA recordable injury or damage to Plant equipment or property greater than \$10,000) within a period of twelve months. In determining whether repeated incidents have occurred, Company may consider all contracts for work at Pantex under which Seller is performing.



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13. INDEMNIFICATION AND LIABILITY

- (a) The Seller shall comply, at the Seller's own expense, with all Federal, State, County, and municipal laws, codes, and regulations, if any, applicable to the work under this contract, and before starting any work, to secure all local and/or state licenses or permits required for the performance of work. Seller shall save COMPANY and the Government harmless from all damages of any nature whatsoever that Company or the Government may suffer as a result of Seller's failure to do so.
- (b) All agents or employees furnished by the Seller for the performance of work under this contract shall, at all times and for all intents and purposes, be considered as Seller's agents or employees, and Seller shall be responsible for maintaining at all times suitable worker's compensation and occupational disease insurance, or self-insurance permitted by law, covering each person whose services are furnished under this contract. Seller shall assume full responsibility for and agrees to indemnify and save Company and the Government harmless from all losses, liability, and expenses, including attorney's fees, on account of injuries or accidents covered by laws concerning worker's compensation and occupational disease for persons providing services under this contract, or accidents, injuries, or damage to property occurring to Seller's agents or employees or others (including Company, the DOE, and their agents and employees) by reason of any negligent or willful acts or omissions of Seller's agents or employees.
- (c) The Seller certifies by acceptance of this contract that all work performed hereunder shall be in compliance with the requirements of 10CFR 851, Worker Safety and Health Program, and pursuant to this clause of the contract, agree to indemnify and save Company and the Government harmless from all liability and expenses, including attorney's fees, on the account of the Seller's failure to comply with such health and safety requirements.
- (d) The Seller further acknowledges that failure to comply with the requirements of 10 CFR 851 may subject Seller to the following fines and penalties:
 - (1) Seller that violates (or whose employee violates) any requirement of the part shall be subject to a civil penalty of up to \$70,000 for each such violation. If any violation under this subsection is a continuing violation, each day of the violation shall constitute a separate violation for the purpose of computing the civil penalty.

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14. GENERAL EMPLOYEE TRAINING (GET) FOR SELLER EMPLOYEES

(a) General Employee Training (GET)

- (1) The Seller shall inform employees and the employees of lower tier subcontractors and agents that it is the policy of Company to apply the requirements of DOE Order 5480.20A, Chapter I, 7 (e), "General Employee Training (GET) Requirements," across the plant. This includes periodic continuing training.
- (2) All Seller employees (cleared/uncleared) must read and comply with all rules and requirements contained in course 553.05, Pantex Visitor/Contractor Orientation. Company shall maintain a record of course completions as documented by the Seller employee on the PX-3864.

NOTE: Additional training may be required depending on job and/or facility requirements.
- (3) All Seller employees involved with lockout/tagout will be trained per Pantex Plant procedures.
- (4) All Seller employees who have a security clearance recognized by the DOE (Q or L) and require unescorted access to the plant except Zone 12 MAA and Zone 4 for more than 10 consecutive days must successfully complete the following General Employee Training (GET) classes:
 - i. General Overview of Facilities (505.00), this course includes Walker Spotter Overview (553.08).
 - ii. Hazard Communication (31.01).
 - iii. Explosives Safety (5.01).
 - iv. Fire Protection (60.18).
 - v. Emergency Management (141.01).
 - vi. Occupational Safety & Health (145.01).
 - vii. Procedures Adherence (35.41).
 - viii. Radiological Safety training as required by the Company Radiation Safety Department. The type of radiological training required will be dependent on the job and location of work.
 - ix. Issued a Dosimeter (114.70) (Depends on job requirements and /or facility requirements).
 - x. Initial Cyber Security Briefing (75.20) and Cyber Security at Pantex (75.37) (If access/use of Pantex computer equipment is required).



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- xi. Code of Conduct (75.31) (If access/use of Pantex computer equipment is required).
 - xii. NNSA Computer Consent Form (75.35) (If access/use of Pantex computer equipment is required).
 - xiii. Classified Cyber Security (75.36) (If use of a Pantex classified computer is required).
 - xiv. Comprehensive Security Briefing (66.02) (If your clearance is granted or extended by Company or transferred to Company).
 - xv. Counterintelligence (66.13) (If your clearance is granted or extended by Company or transferred to Company).
 - xvi. Operations Security (66.10) (If your clearance is granted or extended by Company or transferred to Company).
 - xvii. Plant-wide TSR Controls (as required).
 - xviii. Facility job requirements as specified by the Facility Representative (as required).
- (5) All Seller employees who have a security clearance recognized by the DOE (Q) and require unescorted access to the plant including Zone 12 MAA and Zone 4 must complete the following:
- Items i-xviii under paragraph (a) (4), General Employee Training (GET) for Seller employees.
 - "M" Only (3.03).
 - Breath-Alcohol Testing (3.19) (as required).
 - Drug Screen (3.09) (as required).
 - HRP Documentation (3.08) (as required).
 - USDOE HRP Overview (3.20) (as required).
- (6) All Seller employees who have a security clearance recognized by the DOE (Q) and requiring escorted access into Zone 12 PA/MAA and Zone 4 must complete the following:
- Items viii-xiii and xvii and xviii as specified in paragraph (a) (4), General Employee Training (GET) for Seller employees.
- (7) All uncleared Seller employees who require access to the plant for more than 10 consecutive days unescorted must complete the following:
- Items i-xii and xvii and xviii as specified in (a) (4), General Employee Training (GET) for Seller employees.

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- (8) All uncleared Seller employees who require escorted access to the plant for more than 10 consecutive days must complete the following:
- Item viii-xii and xvii and xviii in paragraph (a) (4), General Employee Training (GET) for Seller employees.
- (b) Additional Training Requirements for plant access may be required. Contact your Project Subcontract Technical Representative (PSTR) for additional information.
- (c) Special Assistance.
- (1) Contact the PSTR in advance of training if special assistance is required for any Contract personnel.
- (d) Successful Completion Required. Said employees, referred to in the remainder of this clause as “individual,” must successfully complete the required training offered by Company. To schedule personnel for training, contact your Company PSTR.
- (1) Successful Completion Defined. Successful completion occurs when the individual:
- Satisfactorily completes an examination at the conclusion of the training or test out.
 - Obtains a test score of 80 percent or greater (with 100 percent as the highest obtainable score).
 - All documents (exam, answer sheet, etc.) are properly completed and formally documented.
 - Completes a PX-3864, “Training Completion Report”, for a training requirement/course which does not require an examination.
- (2) Unsuccessful Completion Defined. If the individual fails to successfully complete the required training, the individual is to notify the Company PSTR for rescheduling of training and/or for a re-test. The individual will be allowed 2 additional opportunities to successfully complete the required training. Continued failure to successfully complete required training will result in resolution by the Company PSTR.
- (e) Training Frequency. Designated re-qualification courses must be successfully completed as required after an individual’s initial successful completion.
- (f) Records. Training records will be maintained by the Company PSTR.

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15. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION: (MAY 2011) AS MODIFIED BY DOE ACQUISITION LETTER 2008-05

(a) *Definitions.* As used in this clause—

“Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementation Instruction VIII of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11001-11050](#)) and the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13101-13109](#)).

(c) The Seller shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

The toxic chemical, priority chemical and hazardous substance release and use reduction goals of Implementation Instruction VIII of Executive Order 13148.

16. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION: (APR 1984) (MODIFIED)

(a) The Seller shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on Pantex Plant. If the Seller's failure to use reasonable care causes damage to any of this property, the Seller shall replace or repair the damage at no expense to Company or the Government as the Company Procurement Representative directs. If the Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost, which may be deducted from the contract price.

(b) All facilities, property, equipment, and materials at Pantex Plant are Government-owned. Acts of theft, illegal possession, and unlawful destruction or use of Government property violations are punishable under Federal law, and may also result in



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administrative action. The Federal Bureau of Investigation is the investigative authority for all such incidents including cases involving the personal property of individuals when the incident occurs at a Government-owned installation. Every user of Government property is responsible for its physical protection and for reporting immediately the loss, theft, destruction, or damage of such property.

17. FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION: (JAN 1997) (MODIFIED)

- (a) The Seller shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in paragraph (d) of this clause, the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Company Procurement Representative that the required insurance has been obtained and shall, if requested, furnish the Company Procurement Representative with certificates evidencing this insurance or satisfactory proof of self-insurance. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting Company's or the Government's interest shall not be effective-
 - (1) For such period as the laws of Texas prescribe; or
 - (2) Until 30 days after the insurer or the Seller gives written notice to the Company Procurement Representative, whichever period is longer.
- (c) The Seller shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in paragraph (d) of this clause, the Schedule or elsewhere in the contract. The Seller shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Company Procurement Representative upon request.
- (d) The following types of insurance, with coverage at not less than the minimum stated, are required:
 - (1) Type:
 - i. Workers' Compensation: as required by applicable federal and state worker's compensation and occupation disease statutes.
 - ii. Employer's Liability: \$1 million each accident, \$1million each employee, \$1 million policy limit for disease
 - iii. Commercial General Liability: Bodily injury liability of at least \$1 million per occurrence.

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- iv. Comprehensive Automobile Liability: Minimum of \$500,000.00 per person and \$1 million per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- v. Equipment Liability: Replacement or repair cost as determined by the manufacturer. (Applicable if Seller provides equipment in performing services under this contract.)
- vi. Builders Risk: Value of Contract (Applicable for Construction Contracts).

18. Control of Extended Work Hours

- (a) The Seller shall manage and control extended work hours (overtime) to efficiently conduct business, provide for cost-effective utilization of human resources, and to minimize the potential of excessive employee fatigue.
- (b) The Seller shall not assign extended work hours if the employee creates a risk to themselves or others as a result of fatigue. The Seller shall limit extended work hours at the Pantex Plant as follows:
 - (1) Do not work employees more than 16 consecutive hours in any 24-hour period.
 - (2) Do not work employees more than 26 hours in any 48-hour period.
 - (3) Do not work employees more than 72 hours in any 7-day period.
 - (4) Do not work employees more than 14 consecutive days without at least two consecutive days of rest before the next workday.
 - (5) Give employees who work 16 or more consecutive hours at least eight hours off duty before reporting to the next scheduled shift, unless otherwise stipulated for bargaining employees under a collective bargaining agreement.
- (c) Should an emergency (as defined and agreed upon by the Seller's representative and the COMPANY Procurement Representative) occur, Seller employees may be required to work more than stated in 1 through 5 above, which will require approval by the COMPANY Procurement Representative prior to the assignment of the work. The seller shall insert the substance of this clause, including this paragraph (d), in subcontracts under this contract that require work on the Pantex Plant.

19. CLAUSES INCORPORATED BY REFERENCE

- (a) The clauses listed below are incorporated herein by reference. The texts of FAR and DEAR clauses are available at a variety of Internet Sites including URL: <http://farsite.hill.af.mil/> and the texts of Company clauses are available at <http://www.y12.doe.gov> for Y-12 site forms and <http://www.pantex.com> for Pantex site forms. Except as provided in (b) below, in the listed clauses "Contractor" means the Seller, "Government" means the Company, "Contract" means this Agreement, and

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“Contracting Officer” means the Company’s Procurement Representative.

(b) The following clauses are incorporated by reference:

- FAR 2.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)
- DEAR 970.5222-1 Collective Bargaining Agreements – Management and Operating Contracts (DEC 2000)
- DEAR 970.5204-1 Counterintelligence (DEC 2010)

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APPENDIX A

ACCEPTABLE EVIDENCE OF U.S. CITIZENSHIP

1. For an individual born in the United States

- (a) Birth certificate:
 - i. Must show that the record was filed shortly after birth,
 - ii. Must be certified with the registrar's signature, and
 - iii. Must bear the raised, impressed, or multi-colored seal of the registrar's office.
- (b) The only exception is if a state or other jurisdiction does not issue such seals as a matter of policy.
- (c) **Uncertified copies of birth certificates are not acceptable.**
- (d) A delayed birth certificate (one created when a record was filed more than 1 year after the date of birth) is acceptable if:
 - i. It shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include:
 - (1) Baptismal or circumcision certificates,
 - (2) Hospital birth records, or
 - (3) Affidavits of persons having personal knowledge about the facts of the birth.
- (e) Other documentary evidence can be early census, school, or family records; newspaper files; or insurance papers.
- (f) **All documents submitted as evidence must be original or certified.**

2. For an individual claiming citizenship by naturalization

- (a) A certificate of naturalization showing the individual's name is required.

3. For an individual claiming citizenship acquired by birth abroad to a U.S. citizen

- (a) One of the following (showing the individual's name) is required:
 - i. Certificate of Citizenship issued by the Immigration and Naturalization Service,
 - ii. Report of Birth Abroad of a Citizen of the U.S. of America (Form FS 240), or
 - iii. Certificate of Birth (Form FS 545 or DS 1350).

4. A U.S. passport, current or expired

5. A DD-1966, 'Record of Military Processing-Armed Forces of the U.S.', provided it reflects that the individual is a U.S. citizen.

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