SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING ~~DOE-E2~~ (Mod 0087) DX-A2/DO-H1(Mod 0223)	PAGE OF PAGES 1 246

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
DE-NA0003525	DE-SOL-0008470	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	06/23/2016	

7. ISSUED BY CODE 05114

NNSA M&O Contracting Operations Div
NA-APM-13
Forrestal Building
1000 Independence Avenue, S.W.
Washington DC 20585

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Ariane S. Kaminsky	202	586-9713		ariane.kaminsky@nnsa.doe.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	NET 30			

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 080292070	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
	NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF Attn: JOHN MURRAY 23500 W 105TH ST MD300 OLATHE KS 66061		Mr. Victor Miller- NTESS General Counsel & Secretary 23500 W. 105th Street (M/D 300) Olathe, KS 66061

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. [redacted]	18. OFFER DATE 1/3/17

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	$12,686,652,914.00	See schedule

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
See Schedule G	05005	See Schedule G	00503

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA [redacted] (Signature of Contracting Officer)	28. AWARD DATE
Sandra C. Caesar		12/16/2016

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SERVICES BEING ACQUIRED

CLIN 0001 MANAGEMENT AND OPERATION OF THE SANDIA NATIONAL LABORATORIES

In accordance with the terms and conditions of this Contract, the Contractor shall provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and operation of the Sandia National Laboratories (SNL) in Albuquerque, New Mexico (NM) and at all satellite facilities as provided in the Statement of Work. This CLIN includes construction projects other than Capital Construction Projects as defined in this Contract.

CLIN 0001A TRANSITION TERM (MODIFIED 0004)

The Transition Term will be four months, on a cost reimbursement (no fee) basis, with an estimated cost of $15,548,428.

CLIN 0001B BASE TERM

The Base Term is five years of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0001C OPTION TERM 1 (MODIFIED 0057)

Option Term 1 is five months of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0001D OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0001E OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0001F OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0001G OPTION TERM 5 (MODIFIED 0057)

Option Term 5 is nineteen months of performance on a cost-plus-fixed-fee and award fee basis.

CLIN 0002 STRATEGIC PARTNERSHIP PROJECTS

The Contractor shall, in accordance with Section J, Appendix A, Chapter II Work Scope Structure, paragraph 1.8 Strategic Partnership Projects (SPP) (formerly known as Work for Others (WFO) Program), and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to, the effective, efficient, and safe performance all SPP efforts as directed by the Contracting Officer.

CLIN 0002A BASE TERM

The Base Term is five years of performance on a cost-plus-fixed-fee basis.

CLIN 0002B OPTION TERM 1 (MODIFIED 0057)

Option Term 1 is five months of performance on a cost-plus-fixed-fee basis.

CLIN 0002C OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002D OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002E OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002F OPTION TERM 5 (MODIFIED 0057)

Option Term 5 is nineteen months of performance on a cost-plus-fixed-fee basis.

CLIN 0003 CAPITAL CONSTRUCTION PROJECTS (Mod 0233,0258,0265,0269,0285)

The Contractor shall provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of Capital Construction Projects (defined in Clause H-20 of this contract) as the Parties may agree. Each mutually-agreed-upon Capital Construction Project shall be identified hereunder as a Sub-CLIN to CLIN 0003 via bilateral contract modification. Price and price structure (such as Firm Fixed Price, Cost-Plus-Incentive-Fee, or other price structures as agreed) and any applicable special terms and conditions shall be identified for each Capital Construction Project covered by CLIN 0003.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	PSC Construction	1	Each	Undefined	$ **306,968,689**

Sub-CLIN 0003AA Contract Type: Cost Plus Fixed Fee

Sub-CLIN 0003AA Description:

The Contractor shall, in accordance with all Power Sources Capability approved project details/documents to include but not limited to the project Mission Need Statement (MNS), Work Authorization (WA), Project Execution Plan (PEP), Program Requirements Document (PRD), Project Milestone Schedule, Work Breakdown Structure (WBS), Construction Project Data Sheet (CPDS) and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to the effective, efficient, safe, timely, and within cost, completion of Power Sources Capability as directed by the Contracting Officer and mutually agreed upon contract terms and conditions as outlined herein and in accordance with Power Sources Capabilities project details/documents as to the date this modification is fully executed. (See Section J Appendix N for additional terms and conditions.)

B-2 CONTRACT TYPE AND VALUE **(MODIFIED 0008, 0023, 0026, 0050, 0060, 0077, 0057, 0081, 0098, 0109, 0124, 0133, 0158, 0192, 0201; REPLACED 0071, 0144, 0147, 0169, 0229, 0233, 0237,0258,0269,0271,0280,0285,0286)**

(a) This is a performance-based, Management and Operating (M&O) Contract with cost-plus-fixed-fee and cost-plus-award fee provisions.

(b) The fixed fee (FF), available award fee (AF), and total fee earned (when determined) for CLIN 0001 (DOE/NNSA work) are set forth in Table 1a below:

Table 1(a): CLIN 0001 -- Management and Operation of SNL

		Fixed Fee	**Available Award Fee**	**Total Available Fee**	**Total Fee Earned**
Base Term Years: 1-5	May 2017 – Sept 2018	$ 25,291,069	$ 10,116,427	$ 35,407,496	$ 34,497,018
	FY2019	$ 19,198,170	$ 7,679,268	$ 26,877,438	$ 25,664,114
	FY2020	$ 20,280,947	$ 8,112,379	$ 28,393,326	$ 27,419,841
	FY2021	$ 21,424,792	$ 8,569,917	$ 29,994,709	$ 28,829,200
	Oct 2021 – Apr 2022	$ 13,202,671	$ 5,281,068	$ 18,483,739	
Option Term Years: 6-10	May 2022 – Sept 2022 (exercised)	$ 9,430,479	$ 3,772,192	$ 13,202,671	$30,690,551
	FY2023 (exercised)	$ 23,909,660	$ 9,563,864	$ 33,473,524	$ 32,588,867
	FY2024 (exercised)	$ 25,258,165	$ 10,103,266	$ 35,361,431	$ 34,628,944
	FY2025 (exercised)	$ 26,682,726	$ 10,673,090	$ 37,355,816	$36,507,307
	Oct 2025 – Apr 2027	$ 45,557,789	(*Available AF*	$ 63,780,905	

	(exercised) **FY Oct 2025-Sept 2026* **FY Oct 2026-Apr 2027*		*Distribution*) $ 11,509,336 $ 6,713,780		

**For PEMP purposes the AF values for the final option will be distributed as stated above.*

The fixed fee and available award fee amounts in Table 1(a) were calculated from a negotiated fee base derived from projections of future enacted budgets for the duration of the Contract including Option Terms, if exercised. The parties mutually agree that the methodology and fee base exclusions used to derive the fixed and available award fee amounts in Table 1(a), and the resulting fixed and available award fees, completely and equitably account for the risk to both parties of budget and work fluctuations within the Contract period of performance, whether or not Option Terms are exercised. Fee adjustments will not be made on the basis of fluctuations in the budget (shown in Table 1(b)), or differences between the budget shown in Table 1(b) and the projected budget used to derive fee base and/or NTESS' costing within the Contract Base Term, or, if exercised, Option Term(s).

Fixed and available fees for each Option Term will be effective only if NNSA exercises the Option Term.

Note: Total Fee Earned will be filled in by the issuance of a unilateral modification to the Contract.

Table 1(b): CLIN 0001 -- Management and Operation of SNL

Table 1(b): The DOE/NNSA Budget is shown in Table 1(b) to provide an estimate of Contract value in each Base Term Year and Option Term (if exercised). The DOE/NNSA Budget column will be populated in this table by the Contracting Officer at the start of each Base Term Year, or Option Term (if exercised) by incorporating the enacted budget, or, if not known at that time, the annualized Continuing Resolution, and will be updated to incorporate the Enacted Budget, once known.

Base Term (Years 1-5)	DOE/NNSA Budget
May 2017 – Sept 2018	$3,019,842,000
FY2019	$2,297,798,000
FY2020	$2,542,348,000
FY2021	$2,838,408,000
FY2022	$2,856,833,000
FY2023	$2,994,031,000
FY2024	$3,325,060,000
FY2025	$3,461,246,000
Oct 2025 – Apr 2027 (exercised)	

(c) The estimated cost and fixed fee for CLIN 0002 (Section J, Appendix A, Chapter II, paragraph 1.8, *Strategic Partnership Projects*) are set forth in Table 2 below. The estimated cost and the fixed fee for the Strategic Partnership Projects during

the Base Term and Option Terms (if exercised) will be established by the DOE/NNSA at the start of the applicable Base Term Year or Option Term, and incorporated into Table 2 through a contract modification. The Fixed Fee rate for CLIN 0002 will not exceed **0.9%** of the NNSA-approved estimated cost of all projects under this CLIN anticipated for the applicable Base Term Year or Option Term.

Table 2: CLIN 0002, Strategic Partnership Projects (Mod 0271)

Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
Base Term 1 05/01/2017 – 09/30/2017	$437,377,148	$3,936,394	$441,313,542
Base Term 1 10/01/2017 – 09/30/2018	$1,048,090,188	$9,432,812	$1,057,523,000
Base Term 2 10/01/2018 – 09/30/2019	$1,159,100,000	$10,431,900	$1,169,531,900
Base Term 3 10/01/2019 – 09/30/2020	$1,247,000,000	$11,223,000	$1,258,223,000
Base Term 4 10/01/2020 – 09/30/2021	$1,126,812,549	$10,141,313	$1,136,953,862
Base Term 5 10/01/2021 – 04/30/2022 Option Term 1: May 2022 – Sep 2022 (exercised)	$1,150,000,000	$10,350,000	$1,160,350,000
Option Term 2: FY2023 (exercised)	$1,135,000,000	$10,215,000	$1,145,215,000
Option Term 3: FY2024 (exercised)	$1,343,030,000	$12,087,270	$1,355,117,270
Option Term 4: FY2025 (exercised)	$1,450,000,000	$13,050,000	$1,463,050,000
Option Term 5: FY2026 FY2027– April 2027 (TBD)	$1,545,000,000	$13,905,000	$1,558,905,000

(d) The Fixed Fee and Available Award Fee for CLIN 0001, and the Fixed Fee rate for CLIN 0002 will not be negotiated and are established as shown in Table 1a and Paragraph B-2(c), above.

(e) CLIN 0003, Capital Construction Projects

Sub-CLIN	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
0003AA	**$304,683,561**	**$2,285,127**	**$306,968,689**

***Estimated Cost a.k.a. Target Cost**

B-3 CONTRACT FEE STRUCTURES **(REPLACED 0071, 0233,0269,0285)**

(a) CLIN 0001: Fixed Fee (FF)

The Budget and FF for the Base Term of the Contract and for each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (b) *Contract Type and Value*.

All proposed team members must share the fee pool, whether they are subcontractors or members of a joint-venture, and no separate fee or profit will be paid on subcontracts with team members. The fee restriction above does not apply to members of the Contractor's team that are: (1) small business (es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section I Clause entitled, Mentor-Protégé Program; (3) a competitively awarded firm- fixed price or firm-fixed unit price subcontract; or (4) competitively awarded subcontracts for commercial items as defined in FAR Subpart 2.1.

(b) CLIN 0001 Award Fee (AF)

The available AF for each performance period of the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in Table 1(a) in paragraph B-2 (b), *Contract Type and Value*. The Contractor shall be eligible to earn AF fee of up to the amount specified for each performance period of the Base Term, or Option Term, if exercised by DOE/NNSA, in accordance with (e) of this clause.

(c) CLIN 0002: Strategic Partnership Projects (SPP) – Fixed Fee (FF)

The FF for SPP for the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in paragraph B-2 (c), *Contract Type and Value*, Table 2.

(d) Payment of Fixed Fee(FF)

The FF for the Base Term and Option Terms (if exercised) shall be paid monthly at the rate of one-twelfth (1/12) of the annual FF per month. Such payment amounts are to be drawn down by the Contractor from the Contract's special financial institution account in monthly installments on the last day of each month.

(e) Payment of Award Fee (AF)

(1) Award Fee Determination. The amount of AF earned will be based on the Contractor's performance as evaluated against the criteria established in B-7, PERFORMANCE EVALUATION. The amount of AF earned by the Contractor will be unilaterally determined by NNSA's Fee Determining Official (FDO), who will document his or her AF determination in a Fee Determination Letter.

(2) Contractor Notification. No later than December 15 of each year (or the first business day thereafter, if December 15 is a Saturday, Sunday, or Federal Holiday), the Contracting Officer will notify the Contractor of the amount of AF earned and provide the Fee Determination Letter.

(3) AF Delay. If the Contracting Officer does not notify the Contractor of the amount of AF earned by the date specified in (e) (2), the Contractor shall be entitled to interest on the AF earned, following the procedures outlined at 5 C.F.R. § 1315.10. For purposes of this calculation, the payment due date is considered to be the day after the date specified in (e) (2).

(4) No Draw Down. The Contractor is not authorized to draw down the AF prior to receipt of the FDO's determination letter and authorization by the Contracting Officer.

(f) Unearned Fee

NNSA HQ will determine how unearned fee is reinvested in the Nuclear Security Enterprise (NSE). Unearned AF in a performance period will not be available for application to any future performance periods.

(g) CLIN 0003: Capital Construction Projects – Sub-CLIN 0003AA Cost-Plus-Fixed Fee (CPFF)
The CPFF for Sub-CLIN 0003AA of the Contract and for each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (e) *Contract Type and Value*.

(h) Payment of CLIN 0003-Capital Construction Projects-Sub-CLIN 0003AA
The FF for Sub-CLIN 0003AA shall be paid as follows:

Fixed Fee is comprised of two components as specified in the Fixed Fee Schedule.

Fixed Fee Schedule	
Component	***Amount***
Fixed Fee Available During Performance	$2,185,127
Fixed Fee Withheld Until CD-4 Approval	$100,000
Total Fixed Fee	$2,285,127

Fixed Fee Available During Performance shall be based on percentage of progress and never exceed the percentage of completion. Percent completion shall be calculated by dividing Earned Value (EV) by Budget at Completion (BAC) from the Earned Value Management System (EVMS) system. Fixed Fee Withheld Until CD-4 Approval is in accordance with FAR52.216-9 and shall be paid once CD-4 Approval is achieved. Fixed Fee is not subject to adjustment unless approved by the Contracting Officer. For additional fee considerations, reference SubCLIN 0003AA Additional Terms and Conditions in Section J, Appendix N.

B-4 KEY PERSONNEL REPLACEMENT

Unless approved in advance, in writing, by the Contracting Officer, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's control (other than to maintain satisfactory standards of employee competency, conduct and integrity under the Contract's Section I clause entitled "DEAR 970.5203-3, *Contractor's Organization* (DEC 2000)", beginning on the effective date of the Contract through the first two years of the Base Term of the contract, or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit two years of the DOE/NNSA reimbursable annual salary, bonuses and relocation costs as well as associated burdens, for that position for each occurrence.

B-5 OBLIGATION OF FUNDS (LAST INCREMENTAL FUNDING MODIFICATION 0288)

Pursuant to this Section I clause entitled "DEAR 970.5232-4, *Obligation of Funds*, (DEC 2000)" the total amount obligated by the Government with respect to this Contract is **$39,976,673,241.57**

B-6 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary to Section I clause DEAR 952.250-70, *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE/NNSA may legally utilize for such purposes.

B-7 PERFORMANCE EVALUATION (REPLACED 0051)

Performance Evaluation and Measurement Plan (PEMP). A PEMP will be developed by NNSA for this Contract which will document strategic performance expectations and the process by which the Contractor's performance will be evaluated. The Parties will strive to reach mutual agreement on the performance measures and will work together to establish the PEMP. In the event the parties cannot come to agreement, NNSA reserves the right to make the final decision and issue the PEMP unilaterally. The PEMP once finalized, whether bilaterally or unilaterally, will be incorporated into the Contract at Section J, Appendix L, by a contract modification. The Contracting Officer may revise the PEMP during an evaluation period of performance and will incorporate any revisions through a contract modification. No changes will be made with less than 60 days remaining in the evaluation period.

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work to be performed is set forth in Section J, Appendix A, *Statement of Work*.

SECTION D: PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

Packaging and marking of items to be delivered shall be in accordance with work authorization requirements or other written direction of the Contracting Officer or the Contracting Officer Representative (COR).

SECTION E: INSPECTION AND ACCEPTANCE

E-1 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

E-2 INSPECTION AND ACCEPTANCE

Inspection of all activities and acceptance for all work and effort under this Contract shall be accomplished by the Contracting Officer or any other duly authorized representative. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties. Only the Contracting Officer is authorized to accept work which does not comply with the Contract requirements (including requirements of Work Authorizations) or to

otherwise waive any applicable requirements. Acceptance of nonconforming work by any other individual shall not constitute acceptance on behalf of the Government.

E-3 FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times, and in a manner that will not unduly delay or disrupt the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

SECTION F: DELIVERIES OR PERFORMANCE

F-1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-2 STOP WORK IN EVENT OF IMMINENT DANGER

The Contractor shall immediately cease any activity that is imminently dangerous to the life or health of the workers, the public, or the environment. In the event of imminent danger, any Federal or Contractor employee is authorized to instruct the Contractor to stop work. The Contracting Officer must be contacted immediately after the event such that a written stop-work order can be issued in accordance with Section F clause FAR 52.242-15, *Stop-Work Order, Alternate I*. Employees of the Contractor shall be apprised of their right to stop work pursuant to this clause. The Contractor shall include this clause in all subcontracts to be performed at the sites.

F-3 PERIOD OF PERFORMANCE **(MODIFIED 0057, 0144)**

The period of performance of this Contract shall expire five years after completion of the Transition Term, unless sooner reduced, terminated or extended in accordance with this Contract. The period of performance may be extended in increments, or portions thereof, for up to an additional five years of performance. The Contract's maximum period of performance, including the Transition Term and Option Term(s), if exercised, shall not exceed 10 years and four months. The period of performance of this Contract consists of:

(1) Transition Term: A period of four months beginning on the effective date of the Contract. During the Transition Term, the Contractor shall perform the activities and provide the documents identified in Clause F-6 entitled "Deliverables During Transition" and Section J, Appendix J – Transition Plan. The Contractor's responsibility for management and operation of the Sandia National Laboratories shall commence with the Base Term.

(2) Base Term: A period of five years beginning after completion of the four month Transition Term.

(3) Option Term(s): A period of up to five years beginning after completion of the Base Term, if the DOE/NNSA chooses to exercise one or more of the following options:

Option Term 1: exercised, five months from the end of the Base Term.

Option Term 2: exercised, one year from the end of Option Term 1.

Option Term 3: exercised, one year from the end of Option Term 2.

Option Term 4: exercised, one year from the end of Option Term 3.

Option Term 5: exercised, nineteen months from the end of Option Term 4.

F-4 PRINCIPAL PLACES OF PERFORMANCE

The work under this Contract is to be carried out at a variety of locations within the United States and outside of the continental U.S. The principal place of performance will

be at Albuquerque, New Mexico and Livermore, California. Work is also conducted at satellite facilities listed in the Statement of Work.

F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S)

The decision to extend this Contract via the exercise of an option will be a unilateral decision made by NNSA. Exercise of any option shall be in accordance with Section I clause FAR 52.217-9, *Option to Extend the Term of the Contract*. At a minimum, the NNSA will consider the following in determining whether to extend the Contract:

(1) The Contractor's overall performance, taking into consideration performance evaluations pursuant to the Contractor Performance Assessment Reporting System (CPARS);

(2) The considerations under DEAR 970.1706-1(b) for exercising options under M&O contracts.

F-6 DELIVERABLES DURING TRANSITION

In addition to the transition deliverables identified elsewhere in this Contract, the following deliverables shall be submitted during the Transition Term:

(a) Transition Plan

The Contractor shall provide, for approval by the Contracting Officer, a Transition Plan, including a Transition Cost Estimate, 10 days after Contract award. The Transition Term is specified in paragraph F-3, *Period of Performance*. Upon written approval by the Contracting Officer, the Transition Plan, shall be incorporated into Section J, Appendix J -*Transition Plan*.

(b) Transition Cost Estimate

(1) The Transition Cost Estimate shall include the costs associated with the Transition Plan and the costs necessary for the Contractor to meet the transition requirements during the Transition Term. A detailed schedule for accomplishment of these tasks during the Transition Term shall also be provided to support the requested cost estimate.

(2) The Contractor shall provide a cost summary for the Transition Plan that clearly identifies, by cost element, the portion of the cost proposal that pertains to each participant (if a teaming arrangement is proposed), including subcontractors. In addition, each participant and each subcontractor must provide separate exhibits, summary schedules, and supporting cost information in the same format and level of detail as required below. A transition fee is not allowable.

(i) Labor: Identify proposed transition labor hours and unburdened labor rates by labor category and or/specific individual, including

Key Personnel. Explain the basis for the proposed labor hour and labor rate estimates.

(ii) Indirect Costs: Identify the cost elements included in each indirect rate cost pool and allocation base. Explain the basis of estimate for each indirect cost rate proposed and the methods used to derive the proposed rates.

(c) Conflict of Interest Compliance and Management Plan

The Contractor shall submit a Conflict of Interest Compliance and Management Plan (Plan) to the Contracting Officer for approval within 60 days after the effective date of this Contract. The Plan shall address the Contractor's approach for adhering to Section I clause DEAR 952.209-72, *Organizational Conflicts of Interest* (AUG 2009), Alternate I, and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective.

SECTION G: CONTRACT ADMINISTRATION DATA

G-1 GOVERNMENT CONTACTS (Mod 0269)

(a) The NNSA Manager, Sandia Field Office (SFO) is the Contractor's primary point of contact for all operational and policy matters, except as identified in (b, c, d, etc.) below, regarding performance of this contact. The SFO Administrative Contracting Officer is the Contractor's primary point of contact for all contractual matters. The SFO Manager and Administrative Contracting Officer can be reached at:

U.S. Department of Energy, National Nuclear Security Administration
Sandia Field Office
P.O. Box 5400, Mail Stop 0184
Albuquerque, NM 87185-5400

(b) The Patent Counsel for items concerning patent, intellectual property, technology transfer, copyright, open source, licenses and technical data issues is identified below. Correspondence being sent to the NNSA Patent Counsel should be addressed to:

U.S. Department of Energy, National Nuclear Security Administration
NNSA Patent Counsel
Office of the General Counsel (NA-GC)
P.O. Box 5400
Albuquerque, NM, 87185-5400

(c) The Contractor may use the Organizational Property Management Officer as a point of contact for guidance and assistance involving personal property requirements. The Contracting Officer shall be contacted for any matter that involves a change in any of the express terms and conditions of the Contract. Correspondence being sent to the Organizational Property Management Officer should be addressed to:

U.S. Department of Energy/National Nuclear Security Administration
Organizational Property Management Officer (OPMO)
Personal Property Albuquerque
P.O. Box 5400
Albuquerque, NM, 87185-5400

(d) Technical and Administrative Correspondence:

Technical and administrative correspondence concerning performance of this Contract shall be addressed to the responsible NNSA SFO Contracting Officer Representative (COR), with an information copy to the Contracting Officer.

(e) Designation of Contracting Officer Representative(s)

The COR's official delegation of authority will be provided by the Contracting Officer to the Contractor. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of this Contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic Contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of this Contract is requested, the Contractor shall promptly notify the Contracting Officer in writing, before proceeding with the COR direction. No action shall be taken by the Contractor unless the Contracting Officer has issued a formal contractual change.

If an effort under this Contract requires that an Alternate COR perform duties in the absence of the responsible COR, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR.

(f) Contractual Correspondence/Matters

Correspondence involving contractual matters shall be addressed to the Administrative Contracting Officer (ACO), who is also primarily responsible for all contractual actions required to be taken by the Government under the terms of this Contract. The ACO may be contacted at:

Contracting Officer
U.S. Department of Energy/NNSA
Sandia Field Office
P.O. Box 5400, Mail Stop 0184
Albuquerque, NM 87185-5400

(g) Marking

To promote timely and effective administration, correspondence submitted under this Contract shall contain a subject line commencing with the Contract number, as illustrated:

SUBJECT: Contract Number DE-NA0003525, (insert topic of correspondence after Contract Number)

(h) CLIN 0003: The Construction Administrative CO may be contacted at: Construction Administrative Contracting Officer 1000 Independence Ave, SW Washington, DC 20585 Email: tia.scott@nnsa.doe.gov Phone: (904) 993-4459

G-2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, a Contracting Officer is the

only individual authorized, on behalf of the Government, to:

(a) Accept nonconforming work;

(b) Waive any requirement of this Contract; or

(c) Modify any term or condition of this Contract.

G-3 CONTRACTOR CONTACT (MODIFIED 0026, 0057, 0158, 0166)

The Contractor shall identify to the Contracting Officer the point of contact who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this Contract as well as executing contract modifications on behalf of the Contractor.

Name: Richard Sweeney
Position: Senior Manager, Prime Contract and Export Control
Company: National Technology & Engineering Solutions of Sandia (NTESS) Address: PO Box 5800, MS 01081
Albuquerque, NM 87185
Phone: (505) 284-9518
E-mail: rpsween@sandia.gov

G-4 PERFORMANCE GUARANTEE(S)

If the Contractor has organized a separate legal entity to perform the work under this Contract, the Contractor's parent organization(s) or all member organizations, if the Contractor is a joint venture, limited liability company, or other similar entity, where more than one company is involved in a business relationship created for the purpose of performing under this contract, shall guarantee performance as evidenced by the Performance Guarantee Agreement(s) incorporated in Section J, Appendix I, Performance Guarantee Agreement(s)(subcontractors are not be required to provide a performance guarantee). If the Contractor is a joint venture, limited liability company, or other similar entity, where more than one company is involved, the parent or all member organizations shall assume joint and severable liability for the performance of the Contract. In the event any of the signatories to the Performance Guarantee Agreement(s) enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

G-5 RECOGNITION OF PERFORMING ENTITY

(a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this Contract was based.

The performing entity is National Technology & Engineering Solutions of Sandia, LLC (NTESS). This entity is a wholly-owned subsidiary of Honeywell International, Inc.

(b) Accordingly, the Contractor and the Government agree that the Contractor shall take no action to replace the components of the entity named in paragraph (a) of this clause without the prior written approval of the Contracting Officer.

G-6 RESPONSIBLE CORPORATE OFFICIAL (MODIFIED 0026, 0072, 0085, 0147, 0212)

Notwithstanding G-4, Performance Guarantee(s), the Government may contact, as necessary, the single responsible Corporate Official identified below, who is at a level above the senior Contractor official on-site and who is accountable for the performance of the Contractor. Should the responsible Corporate Official change during the period of the Contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Rich DeGraff
Position: President, Mechanical Systems & Components and Chair, National Technology & Engineering Solutions of Sandia, LLC. Board of Managers
Company: Honeywell Aerospace Technologies
Address: 1944 E. Sky Harbor Circle N, Mail stop 2102-4 (Executive Suite)
Phoenix, AZ 85034
Phone: (602) 333-8654
E-mail: rich.degraff@honeywell.com

G-7 INVOICING FOR TRANSITION COSTS

(a) The Contractor shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS) for reimbursement for work performed under CLIN 0001A, Contract Transition Term. VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at https://vipers.doe.gov/. The Contractor shall contact the Contracting Officer if the Contractor is unable to submitinvoices electronically.

(b) The Contractor shall invoice for work performed in accordance with FAR 52.216-7 and as directed by the Contracting Officer following the procedures at paragraph (a) of this clause. All works completed during transition shall be billed within 60 days after the end of the transition period.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 CONTINUATION OF PREDECESSOR CONTRACTOR'S OBLIGATIONS AND TRANSFER OF OBLIGATIONS TO SUCCESSOR CONTRACTOR

(a) Existing contractual agreements and regulatory obligations entered into under Contract DE-AC04-94AL85000 will continue during performance of this contract. The Contractor shall assume all existing contractual, commercial, regulatory, and other similar obligations incurred under the predecessor Contract, and shall be fully responsible and accountable under this Contract for the performance of such obligations. Examples of existing obligations include, but are not limited to:

(1) Subcontracts and purchase orders;
(2) Agreements and memoranda of understanding with research organization, universities, and colleges;
(3) Strategic Partnership Project Agreements;
(4) Collection of unpaid accounts receivables';
(5) Real Property Leases, Land Use Permits, and the Kirtland Air Force Base Support Agreement;
(6) Environmental and other permits and licenses;
(7) Mutual Aid and emergency response agreements;
(8) Ongoing litigation and claims by or against the predecessor contractor; and,
(9) Other similar agreements.

(b) Additionally, unless otherwise stated in this Contract, management systems, plans, permits, procedures, and other agreements that exist on the effective date of the Contract will continue until the Contractor addresses the applicable requirements contained in this Contract. For changes that require NNSA approval, the Contractor shall not implement a change until it is formally approved by the Contracting Officer.

(c) The Contractor agrees that all obligations entered into under this Contract shall be transferrable and assignable to the successor contractor as directed by the Contracting Officer. If, at the completion or termination of this Contract, the Contracting Officer does not direct the Contractor to transfer or assign such obligations to the successor contractor, the Contractor shall be liable, responsible, and accountable for closing out and liquidating such obligations, or for taking such other action as the Contracting Officer may direct. The Contractor shall remain liable and responsible for any unallowable costs which it incurred, or caused to be incurred, in performance of this contract, regardless of whether they arise out of, or relate to, any obligations transferred or assigned to the successor contractor or to another entity.

H-2 SMALL BUSINESS PARTICIPATION

(a) The Small Business Subcontracting Plan is incorporated in Section J, Appendix E. The Contractor shall submit annual subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this Contract, or by such other date as authorized in writing by the Contracting Officer.

(b) Implementation of FAR 52.219-10: Determinations made under paragraph (b) of clause entitled "Incentive Subcontracting Program" are unilateral decisions made solely at the discretion of the Government. During performance of this contract the Contracting Officer makes the determination of the appropriate percentage and category for incentives. The Contracting Officer can limit the percentage to a specific year(s).

H-3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror completed by the Contractor and dated July 13, 2016, are hereby incorporated in this Contract by reference.

H-4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) – SPECIAL PROVISION (MODIFIED 0008)

The Contractor and the Contractor's parent(s) and affiliate(s), if any, shall comply with the provisions of the approved SNL OCI Management Plan in the performance of the Contract and any deviations or amendments to the Plan shall require the express written approval, in advance, from the Contracting Officer. The Contractor shall submit to the Contracting Officer annual Organizational Conflict of Interest (OCI) Disclosure Update Statements beginning the first week in December of each year after Contract award. Notwithstanding the annual disclosure requirement, any change in relevant facts since the last OCI Disclosure Update Statement shall be disclosed to the Contracting Officer pursuant to Section I clause DEAR 952.209-72, *Organizational Conflicts of Interest, Alternate I*, paragraph (c)(1), *Disclosure After Award*. Initial notification to the Contracting Officer shall be accomplished as soon as the facts are known with a full disclosure within 60 days of the initial notification, unless otherwise directed by the Contracting Officer.

H-5 LOBBYING RESTRICTION

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.

H-6 FLOWDOWN OF RIGHTS TO PROPOSAL DATA

The Contractor shall include the clause of 48 CFR 52.227-23 "Rights of Proposal Data (Technical)" in any subcontract awarded based on consideration of a technical proposal.

H-7 PRIVACY RECORDS

The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the Contract's "Privacy Act" clause to include:

DOE System No.	Title
DOE-31	Firearms Qualification Records
DOE-45	Weapon Data Access Control System
DOE-48	Security Education and/or Infraction Reports
DOE-52	Alien Visits and Participation

H-8 SANDIA NATIONAL LABORATORIES MANAGEMENT SYSTEM (SEP 2015)

(a) The Contractor shall maintain registration of its management system to a national or international consensus standard such as ISO 9001. The management system description shall be approved and monitored by the Contractor's Board of Directors. This management system will provide transparency to enable the Government to monitor the Contractor's performance. The Contractor shall notify the Contracting Officer of significant changes to the management system. An effectively working management system will provide the government the opportunity to reduce transactional performance monitoring.

(b) The Contractor's management system shall have the following key attributes:

(1) Description of the management system to include vision, mission, management structure, key activities, management entity accountabilities and commitment to operational and business excellence.

(2) Electronic access to the management system information by government personnel with performance monitoring responsibilities.

(c) The Contractor's management system shall include the application of quality principles and defect prevention methods to plan the work, execute the work according to the plan, check the work against requirements, policies, and objectives, and report the results. The results shall be acted upon to continually improve the performance and quality of the work. The Contractor's management system shall have the following minimum attributes:

(1) A risk management process.

(2) Performance monitoring including metrics and associated performance targets.

(3) Rigorous, risk-based, credible assessments (including self-assessments and internal independent assessments). The Contractor is encouraged to seek external audits, peer reviews, assessments and risk and vulnerability studies from nationally recognized experts to assess and improve its work processes.

(4) Identification and correction of negative performance/compliance trends before they become significant issues.

(5) Maintain ISO 14004 for Environmental Management System (EMS) registration and pursue other registrations/certification as appropriate.

(6) Incident/event reporting including accident investigations.

(7) Issues management (including graded analysis of causes, identification of corrective actions, corrective action tracking, monitoring and closure, validation of effectiveness, and trend analysis).

(8) Feedback (customer and worker), lessons learned, and improvement activities. The Contractor will maintain an operating experience/lessons learned program that develops and evaluates site-specific lessons learned across all aspects of operations with a focus on preventing recurrence of problems.

(d) The Contractor will benchmark, share and incorporate good work practices locally and among DOE sites through the DOE Lessons Learned Database. The Contractor will also provide feedback through the Sandia Field Office to the issuing authority for DOE Corporate Operating Experience Documents (i.e., Special Operations Reports (SORs), Safety Alerts (SAs), and Safety Bulletins (SBs)) when specific implementation of lessons learned or corrective actions with a formal response are required.

(e) If the Contracting Officer determines that the Contractor is not fully complying with applicable laws or regulations, or that performance has degraded and that the Contractor is not taking appropriate and timely corrective action, the Contracting Officer may take any action deemed necessary and reasonable under the Contract to include increasing performance monitoring of the Contractor.

(f) NNSA will revise its performance monitoring in accordance with the Contract Clause entitled "NNSA Oversight" when the Contractor has demonstrated to the Contracting Officer's satisfaction that the management system or components of the system are operating effectively.

(g) The Contractor shall develop a Contractor Assurance System that is agreed to and monitored by the Field Office and contractor personnel. The Contractor's Assurance System, at a minimum, shall have the following key attributes:

(1) A comprehensive description of the Contractor Assurance System with risks, key activities and accountabilities clearly identified.

(2) A Process for notifying the Contracting Officer of significant assurance system changes.

(3) Rigorous, risk based credible self-assessments, feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve its work process and to carry out independent risk and vulnerability studies. The Contractor is encouraged to seek third party certification (such as VPP and ISO 9001 or ISO 14001), audits, peer reviews and independent assessments with external certification or validation.

(4) Identification and correction of negative performance/compliance trends

before they become significant issues.

(5) A method for validating assurance processes.

(6) Integration of the assurance system with Contractor management systems including Integrated Safety Management.

(7) A process for defining performance metrics and performance targets to assess performance, including benchmarking of key functional areas with other NNSA/DOE contractors and industry and research institutions to enhance processes and to assure development of performance metrics and performance targets that will result in achievement of best in class/industry performance where efficient and cost effective.

(8) Continuous feedback and performance improvement.

(9) A process capable of identifying, prioritizing, and addressing issues that will affect mission performance.

(10) A process for timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

H-9 TRANSITION

The Laboratories' management systems that exist on the date of Contract award will continue until the Contractor addresses the applicable requirements contained in the Contract. For changes that require NNSA approval, the Contractor will not implement a change until it is formally approved by the Contracting Officer.

H-10 CONFERENCE MANAGEMENT (MAR 2023) (REPLACED 0184)

The Contractor agrees that:

(a) The contractor shall ensure that contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor shall ensure its sponsored conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is first defined by the Federal Travel Regulation (FTR) as "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.

(c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

(d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.

(e) The contactor will provide information on conferences they plan to sponsor, when expected costs exceed $100,000 in net costs to the Department, in the Department's Conference Management Tool (CMT), including:

1) Conference title, description, and date
2) Location and venue
3) Description of any unusual expenses (e.g., promotional items)
4) Description of contracting procedures used (e.g., competition for space/support)
5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs
6) Number of attendees

(f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the contracting officer and approved by the corresponding federal executive oversight entity.

(g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the contractor will not expend funds on the proposed conference that exceeds $100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,

1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.
3) The contractor will provide cost and attendance information on their participation in all DOE- sponsored conferences in the DOE Conference Management Tool.

(h) For conferences sponsored by a non-DOE external entity, the contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.

(i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE'S Conference Management Tool.

H-11 FEDERAL FLEET MANAGEMENT SYSTEM

When the Contracting Officer has issued the Contractor authorization to obtain interagency fleet management system vehicles in performance of the contract, the Contractor shall follow the requirement of the Federal Fleet Management System known as FedFMS (http://www.gsa.gov/portal/category/100759). The Contractor shall provide the information needed to satisfy the reporting requirement as stated in FedFMS on a monthly basis using the Fleet Management Information System. The Contractor shall also address any of the data gaps/incomplete records that already exist.

H-12 ACCOUNTABILITY

The Contractor is responsible for the quality of its products and services and for assessing its operations, programs, projects and business systems and identifying deficiencies and implementing needed improvements in accordance with the terms and conditions of this Contract, regardless of whether NNSA has evaluated the Contractor's performance in any area of the Contract. The Contractor is encouraged to collaborate with its corporate parent (as applicable) to ensure corporate leadership, the parent's systems, processes and independent assessments are used to assess the Contractor's performance. The purpose of NNSA oversight is for assessing the Contractor's performance in meeting its obligations under this Contract, in addition to measuring progress toward NNSA missions. The Contractor's accountability described in this clause is not reduced by the fact that NNSA conducts oversight activities.

H-13 NNSA OVERSIGHT

At all times during the term of this contract, NNSA will continue, preserve and maintain its right to determine the level of NNSA oversight of all Contractor activities under this Contract. In addition to the rights and remedies provided to the Government under provisions of this Contract, the Contractor shall fully cooperate with NNSA oversight personnel, NNSA subject matter experts in the performance of their assigned oversight functions and shall provide complete access to facilities, information, and Contractor personnel.

H-14 CLAUSE UPDATES AND IMPLEMENTATION SECTION TO FAR CLAUSES **(MODIFIED 0018, 0026, 0057, 0184)**

(a) The Contractor agrees that the Contracting Officer may, from time to time and at any time, unilaterally modify the Contract to revise, add or delete Section H clauses, and FAR or DEAR clauses due to changes in the law or regulations or policy resulting from the approval of new deviations.

(b) The following Implementation of Section I Clauses applies:

(1) For purposes of implementation of Paragraph (d) Section I clause I-26 DEAR 970.5232-3 *Accounts, Records, and Inspection,* the parties agree that contractor

official procurement file records are contractor-owned records. Associated official financial records that are stand alone, separate and apart from the official procurement file records remain government owned records.

(2) For purposes of implementation of paragraph (b)(1) and (b)(2) of Section I clause I-20, DEAR 970.5204-3, *Access to and Ownership of Records*, the parties agree to the following:

- "Employee relations records" includes records pertaining to qualifications or suitability for employment of any employee, applicant, or former employee, allegations, investigations, and resolution of employee misconduct, discipline, or charges of discrimination, negotiations, arbitration or grievance proceedings with any labor organization in connection with any labor contract, or affirmative action plan and related records.

- "Employee assistance program records" includes psychological/psychiatric records and files maintained on individual employees, applicants, and former employees of the contractor.

- "Internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e. the contractor's corporate headquarters)" means records directly related to the operations of the Contractor's Board of Directors and parent entity.

(3) For purposes of implementation of Paragraph (b) of Section I clause I-19 DEAR 970.5204-2 *Laws, Regulations, and DOE Directives*, the parties agree to the following:

- The NNSA Supplemental Directive (SD) 452.3-IA, Defense Programs Business Process System (DPBPS), defines the method used to incrementally replace the requirements in NNSA SD 56XB, Rev 2, Nuclear Weapon Development and Production, the Appendix 56XB Development and Production (D&P) Manual, and the associated Technical Business Practices (TBPs), Infrastructure Business Practices (IBPs), Engineering Procedures (EPs), and Product Realization Standards (PRS).

- Before the release of any DPBPS derived requirements, the contractor will be notified by the Contracting Officer (CO), or an authorized designee, and will have the opportunity to assess the impact of the contractor's compliance with the change on contract via a Site Impact Analysis. The contractor's analysis shall include cost and funding, technical performance, an implementation schedule, and shall also identify any potential inconsistencies between the change and other terms and conditions of the contract.

- Within 30 days of receipt by the contractor from the CO of notification of an approved change, the contractor shall advise the CO, in writing, if the change will result in an impact to the contractor. The contractor will outline the

impact, to include cost and schedule, and may identify appropriate consideration pursuant to DEAR 970.5243-1, *Changes*.

H-15 MANAGEMENT TEAM COSTS (MODIFIED 0026)

Amounts of compensation reimbursed during the first two years of contract performance shall not exceed the proposed management team costs for any position, as reflected in Section L Attachment G "Management Team Cost Sheet" of the Contractor's proposal in response to solicitation no. DE-SOL-0008470. For the remaining years of the Contract, approvals for Key Personnel compensation will be in accordance with the Statement of Work, Chapter III, paragraph 5.2.2."

H-16 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this Contract requires that the Contractor be given access to or be furnished with business, technical, or financial information or data belonging to other entities that is confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer or owner of such information. Unless covered by other existing confidentiality requirements, the foregoing obligations shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Confidential or proprietary information or data owned by a third party that has expressly authorized unlimited distribution.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this Contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this Contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer. This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement

or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H-17 NNSA PRIME CONTRACTS

(a) In accordance with the Contract's Section I Clause entitled "DEAR 970.5243-1, "*Changes*," the Contracting Officer may identify any of the work contemplated by Section J, Appendix A, Statement of Work, of this Contract, or any other work, to be performed either by another contractor directly contracted by the NNSA or by Government employees. The Contractor agrees to provide site access to such other contractors and to accommodate, to cooperate and coordinate with, and to provide reasonable support to such contractors and/or Government employees as necessary and/or as directed by the Contracting Officer. Notwithstanding any other provision of this Contract, the Contractor shall not perform any inherently governmental function, as set forth in 48 C.F.R. Subpart 7.5. The Contractor shall not commit or permit any act or omission which will interfere with the performance of work performed by any other contractor and/or by Government employees, and the Contractor shall be liable for any added costs resulting from such acts or omissions (such as delay costs) whether such costs are incurred by the Government, another contractor, or other parties. The following shall apply to work identified for performance by another contractor:

(1) The Government and the Contractor will confer in advance on the strategy for changing responsibility for the work and will do so with the objective of minimum disruption to the site operations.

(2) The Government may designate the Contractor as the Technical Monitor (not authorized to accept or provide technical direction) for such contracts that are directly related to the scope of this Contract. The Contractor agrees to perform such monitoring duties as shall be further described in the designation for each such contract. No designation shall include, and the Contactor shall not perform any function determined to be inherently Governmental. These functions include, but are not limited to:

(i) Award, modification, change, or termination of a Government contract.

(ii) Receipt, processing or adjudication of any claims, invoices, or demands for payment of any form.

(3) The Technical Monitor shall report to the Contracting Officer, or the Contracting Officer Representative (COR), any performance of a designated Contract that may not be in compliance with its terms and conditions but is not authorized to take any other action regarding such noncompliance.

(4) Additionally, the NNSA agrees to insert the clause below entitled "*Other Government Contractors Performing Work at Sandia National Laboratories,*" substantially as written here, in all such contracts as follows:

OTHER GOVERNMENT CONTRACTORS PERFORMING WORK AT THE SNL

In addition to this Contract, (Insert Contract Number), the Government may undertake or award other contracts for additional work or services at any SNL sites. The Contractor agrees to fully cooperate with the M&O Contractor, other contractors, and Government employees, and carefully coordinate its own work with other work being performed at the site as necessary and/or as may be directed by the Contracting Officer. The contractor shall not commit or permit any act or omission which will interfere with the performance of work by any other contractor or by Government employees at the site, and the Contractor shall be liable for any added costs resulting from such acts or omissions (such as delay costs), whether such costs are incurred by the Government, another contractor, or other parties.

The Government may designate the M&O Contractor to be the Technical Monitor for any right, duty or interest in this Contract. If the M&O Contractor is designated, a copy of the designation letter will be provided to the Contractor by the Government. The Contractor further agrees to fully cooperate with the M&O Contractor for all matters under the terms of the designation.

(b) Adjustments shall be made to the Contractor's Subcontracting Plan to recognize the changes to the subcontracting base and goals, if appropriate.

H-18 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, *Security*, the Contractor shall use the DOE FOCI electronic submission system located at https://foci.anl.gov.\\

(b) New users, when registering to update information under this contract, should select "NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM)" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; all FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the e-FOCI system. NOTE: Hard copies of electronic FOCI submission package are no longer required, as indicated in the e-FOCI system. Specific problems maneuvering through the fields within the e-FOCI system can be clarified by contacting the e-FOCI help desk at (630) 252-6566 or fociserver@anl.gov.

H-19 CONTRACTOR EMPLOYEES

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the NNSA or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder.

H-20 CONSTRUCTION PROJECTS (MODIFIED 0093)

For Capital Construction Projects, the Contractor agrees that the NNSA will incorporate, as appropriate, construction terms and conditions into the M&O Contract or work authorization for the completion of that project that are not otherwise contained in the M&O Contract. The work authorization will also include specific work requirements in accordance with applicable DOE Orders and the Contract's Section I Clause entitled "DEAR 970.5211-1, *Work Authorization*."

The Contractor shall provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of Capital Projects as the Parties may agree.

(a) Capital Construction Projects are defined for the purposes of this Contract as construction projects which are anticipated to exceed a total of **$50M** for all design and construction costs.

(b) The Contracting Officer may, in its sole discretion, direct the Contractor to manage and/or perform Capital Construction Projects, or any portion thereof, as they arise. The Parties shall establish by mutual agreement the price and applicable price structure (such as Firm Fixed Price, Cost-Plus Incentive-Fee, or other pricestructures as agreed) and any special terms and conditions which shall apply to each Capital Construction Project. The Contractor agrees to enter into good-faith negotiations with the Government to establish the price, price structure, and special terms and conditions which may apply to each Capital Construction Project. However, if the Parties cannot reach mutual agreement, the Contracting Officer may, within its sole discretion, (1) withdraw the direction to perform and/or manage a particular Capital Construction Project or (2) direct the Contractor to proceed with the performance and/or management of the Capital Construction Project in accordance with specified terms and conditions via a unilateral contract modification, in which case the Contractor shall be entitled to an equitable adjustment. If the Parties are unable to agree on an equitable adjustment, the matter shall be treated as a dispute under the Disputes Clause of this Contract and the Contractor shall diligently proceed with the performance or management of the Capital Construction Project pending the final outcome of the dispute.

(c) Each Capital Construction Project which is authorized under this contract shall be identified via bilateral contract modification, to include SUB-CLINs, project title, contract type (such as Performance Based Incentive Fee or Firm-Fixed-Price), description of work, delivery schedule (to include major milestones and/or completion date), and associated terms and conditions necessary for the completion of a project and not otherwise contained in the Contract.

(d) Construction projects which are not Capital Projects, as defined herein, are within the scope of CLIN 0001 and shall be performed or managed by the Contractor as directed by the Government. Such construction projects may be assigned by Work Authorizations which may include construction-related clauses prescribed in the Federal Acquisition Regulation and/or the Department of Energy Acquisition Regulation in effect at the time of the issuance of the Work Authorization (if not already included in this Contract). The Contractor agrees to comply with such clauses.

(e) The Government reserves the right to have other contractors perform or manage any or all construction projects, including Capital Construction Projects, or any portion thereof at Sandia National Laboratories sites. The Contractor agrees to provide site access to such other contractors and to cooperate with, accommodate, and to provide such logistical support to such other contractors as needed and/or as directed by the Contracting Officer. Added project costs resulting from the Contractor's failure to cooperate with any such other contractors (such as delay costs), regardless of whether incurred by the Contractor or such other contractor(s) or by the Government, shall be borne by the Contractor and shall not be an allowable cost of this Contract. Activities conducted pursuant to this paragraph related costs are within the scope of CLIN 0001.

H-21 [RESERVED] (REMOVED 0026)

H-22 MANAGEMENT AND OPERATING CONTRACTOR SUBCONTRACT REPORTING (NOV 2017) (MODIFIED 0032)

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

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Management and Operating Contractor Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about Management and Operating Contractor first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any contract, order, other agreement or modification thereof (other than one involving an employer-employee relationship) entered into by the Contractor acquiring supplies or services (including construction) required solely for performance of the prime contract.

(b) *Reporting.* The Contractor shall collect and report data via MOSRC necessary for DOE to meet its agency reporting requirements, as determined by the Small Business Administration, in accordance with the most recent reporting instructions at https://energy.gov/management/downloads/mosrc-reporting-instructions. The Contractor shall report first-tier subcontract data in MOSRC. Classified subcontracts shall not be reported. Subcontracts with Controlled Unclassified Information marking shall not be reported if restricted by its category. Contact your Contracting Officer if uncertain of information reporting requirements. The MOSRC reporting requirement does not replace any other reporting requirements (e.g. the Electronic Subcontracting Reporting System or the FFATA Subcontracting Reporting System.

H-23 [RESERVED] (MODIFIED 0072, REMOVED 0148)

H-24 CONTRACTOR COMMUNITY COMMITMENTS (MODIFIED 0008)

The Contractor shall deliver within 180 calendar days after the effective date of the Contract, a community commitment plan that has been discussed between the Contractor and the community. The plan shall be consistent with the intent of DEAR 970.5226-3, “Community Commitment". The plan shall describe the Contractor’s planned activities as to how it will be a constructive partner to the communities in the State of New Mexico and California. The Contractor is encouraged to consider specific performance goals around maximizing subcontracting to businesses within New Mexico and Strategic Partnerships with New Mexico’s system of higher education. Reasonable costs associated with the development of the plan will be considered allowable, while costs associated with implementing the plan are unallowable.

H-25 ASSET MANAGEMENT REQUIREMENTS (MODIFIED 0018), (MODIFIED 0124)

(a) Facilities Management Performance

(1) General

The minimum industry codes and standards for design and construction activities shall be as designated in applicable regulatory requirements (such as 10 CFR 851), and the applicable Directives in Contract Section J, Appendix B, List of Applicable Directives (such as DOE Order 420.1C). In addition to required codes and standards, NNSA Policy Letters shall also be used for the design and construction of nuclear facilities and accelerators.

(2) Site Facility Plan

The Contractor shall establish and maintain a Site Facility Plan that addresses the current condition of the Laboratories and future needs based on the strategic plan for the Laboratories. The Site Facility Plan shall be updated annually. The NNSA shall provide to the Contractor guidance for the preparation of the Site Facility Plan for which the Contractor is responsible under the terms and conditions of this contract. However, the contractor is not responsible for land use decisions. Based upon this guidance, the Contractor shall prepare, and maintain through annual updates, the Site Facility Plan to reflect those actions necessary to keep the development of facilities current with the needs of the Government and allow the Contractor to successfully accomplish its mission in support of National Security. In developing this Site Facility Plan, the Contract shall follow the procedure guidance set forth in the applicable Directive in Contract Section J, Appendix B, List of Applicable Directives. The Contractor shall use the Site Facility Plan to manage and control the development of facilities and lands. The Site Facility Plan and any NNSA directed revisions to the Site Facility Plan shall be submitted to the Contracting Officer for review and approval by NNSA. The Contractor may periodically during the year update and revise the Site Facility Plan to reflect changing mission needs. Changes to planned projects between official updates of the Site Facility Plan and the related NNSA approvals shall be approved through the NNSA project authorization process.

(3) Project Management

All capital investments shall be managed and controlled by the Contractor in Accordance with the Project Execution Plan for each project.

(4) Real Property

Real property at the sites shall be acquired, operated, and disposed of in a manner to support the policies and standards established by DOE/NNSA. Each acquisition of real property, whether by lease or purchase or by any other means, requires the express written authorization of the Contracting Officer and a cognizant Certified Realty Specialist, and may require additional DOE/NNSA and/or Government approvals (e.g. OMB) as directed by the Contracting Officer.

The Contractor shall provide an “Annual Real Property Management Plan” within the first quarter of each fiscal year. The Contractor’s processes for acquisition and disposal of Real Property must incorporate the NNSA supplemental guidance on real property

acquisition and disposal, the U.S. Department of Energy Real Estate Desk Guide (Rev 2013)(or its successor), and all other applicable directives and policies as indicated in Contract Section J, Appendix B, List of Applicable Directives.

(5) Operations and Maintenance

Facilities shall be operated and maintained in such a manner that they are fit for the intended use; promote operational safety; protect the environment, the workers, and the public; enhance the Laboratories' missions; minimize the use of energy resources; and protect the Government's capital investment.

(6) Utilities Acquisition and Management

Utility systems including without limitation electrical, water, natural gas, sewage, telecommunications, internet, and steam, unless furnished by the government, shall be acquired, operated, and maintained by the contractor to provide highly reliable and efficient systems.

(7) Resources Management

The Contractor shall manage the use of energy and water resources in a manner that minimizes consumption.

(b) Subcontract Requirements. To the extent the Contractor subcontracts performance of any of the responsibilities discussed in this clause, the subcontract shall contain the requirements of this clause relative to the subcontracted responsibilities.

H-26 STANDARDS MANAGEMENT

(a) Benchmark with Industry. The Contractor shall regularly benchmark with industry to identify best commercial standards and best business practices that will improve site operations with the goal of improving performance effectively and efficiently without compromising Integrated Safety Management (ISM) and Integrated Safeguards and Security Management (ISSM).

(b) Proposal of Alternative. Where best commercial standards or best business practices are identified that will improve site operations consistent with paragraph (a) above, the Contractor may, at any time during performance of this Contract, propose an alternative procedure, standard, or assessment mechanism (collectively referred to herein as "alternative") for a Directive or DOE/NNSA requirement by submitting

to the Contracting Officer a signed proposal(s) that describes (1) the nature and scope of alternative and Contractor system of oversight, (2) the anticipated benefits, including any cost benefits to be realized in performance under the Contract, (3) a schedule for implementation of the alternative is an effective, efficient means to meet the Directive without compromising ISM and ISSM, and (4) any additional information required by NNSA. NNSA will evaluate the Contractor's proposal, and the Contractor will not implement a proposed change until it is formally approved by the NNSA and communicated to the Contractor by the Contractor Officer.

(c) Deficiency and Remedial Action. If, during performance of this Contract, NNSA determines that a previously approved alternative is not satisfactory, the Contracting Officer will require the Contractor to prepare a corrective action to be taken, and, the

Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of the Directive or DOE/NNSA requirement.

(d) Law and Regulations Exempted. The process described in this clause shall not affect the Application of otherwise applicable laws and regulations of the United States, including DOE regulations.

H-27 STRATEGIC PURCHASING

(a) The Contractor shall participate with NNSA and other NNSA contractors as part of an "enterprise organization" taking advantage of the many benefits that can be achieved through strategic purchasing. Strategic purchasing can result in better pricing, better products, more timely delivery, reduced administrative costs and lead times for both the contractor and the NNSA, greater standardization and interchangeability across the NNSA complex, and increased award to small business entities.

(b) The Contractor shall cooperate with NNSA and other NNSA contractors in identifying requirements under this Contract that are suitable for strategic purchasing and shall facilitate the identification of work to be directly acquired by NNSA to support the objectives discussed below. The Contractor shall use the contracting vehicles identified by the NNSA as strategic purchases and those awarded by the Integrated Contractor Purchasing Team (ICPT) to meet all suitable requirements under this Contract unless the cost of using such contracting vehicles is shown to be excessive, does not provide the best value and or impacts the Contractor's schedule. The Contractor may propose alternative acquisition strategies to the Contracting Officer.

H-28 UTILIZATION OF PARENT CORPORATE SYSTEMS

If the Contractor, in the interest of efficiency and effectiveness of business operations, decides to adopt or adapt its parent corporate systems or services, it will ensure that the Government and Contractor's data in such systems is readily transferable to a successor contractor.

H-29 PERFORMANCE BASED MANAGEMENT SYSTEM (MODIFIED 0051)

This Contract is a management and operating performance-based contract, which holds the Contractor accountable for performance. This Contract uses performance measures as described in Contract Clause entitled "Performance Evaluation."

H-30 BUSINESS ENTITY – FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER (FFRDC)

The Contractor shall operate and manage Sandia National Laboratories consistent with Federal Acquisition Regulation (FAR) Subpart 35.017, and have as its sole purpose the management and operation of Sandia National Laboratories. Accordingly, the Contractor will establish and maintain its own system of policies and procedures related to the management and operation of the Laboratories, which is consistent with the terms of this Contract, DOE Directives, regulations and practices.

H-31 IMPLEMENTATION OF ITER AGREEMENT ANNEX ON INFORMATION AND INTELLECTUAL PROPERTY

(a) Contractor agrees to be subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement) as it applies to intellectual property, as follows: specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER project are subject to the license rights and other obligations provided for in the ITER Agreement's Annex on Information and Intellectual Property.

(b) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use it best efforts to identify Background Intellectual property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.

(c) Further, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondary agreement with the ITER Organization.

(d) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver, at a minimum, to DOE, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliant with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.

(e) Contractor shall include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data.

H-32 PERFORMANCE OF WORK AT FACILITIES AND SITES OTHER THAN SANDIA NATIONAL LABORATORIES (MODIFIED 0124)

In performance of the Contract's work at facilities and sites other than SNL, the Contractor shall comply with applicable requirements set forth in this Contract's Appendix B entitled "List of Applicable Directives," and any additional directives which have been established for the NNSA Prime Contractor at that facility/site that are applicable to the Contractor's work being performed and that are applicable to the associated hazards at the particular facility or site.

H-33 ADVANCE UNDERSTANDING REGARDING ADDITIONAL ITEMS OF ALLOWABLE AND UNALLOWABLE COSTS AND OTHER MATTERS (ADDED APPENDIX C AND MODIFIED 0008, 0018, 0026, 0050, 0073, 0093)

Allowable costs under this Contract shall be determined according to the requirements of the Contract's Section I clause entitled "*Payments and*

Advances." For purposes of effective Contract implementation, certain general types of cost are being specifically identified below as allowable (to the extent reasonable and allocable to the contract and in accordance with other applicable requirements and limitations) and/or unallowable under this Contract to the extent indicated:

(a) ITEMS OF ALLOWABLE COSTS:

(1) Personnel costs in accordance with Appendix A, Statement of Work, Chapter III, Human Resources, and Appendix C, Personnel Appendix, attached to this Contract.

(2) Board of Managers Costs, consistent with Appendix A, subsection 3.3, Parent Organization(s), paragraphs (iv – vi), up to a not-to-exceed ceiling of $390,000 annually ($38,500 between May 1, 2017 and September 30, 2017). The established cost ceiling shall not be exceeded without prior Contracting Officer approval, and may be revised when requested by the Contractor and/or determined appropriate by the Contracting Officer (i.e., changes in the number of committees, members, meetings, etc.). The Contractor shall implement a tracking process, acceptable to the Contracting Officer, providing sufficient detail for reasonable accountability of these costs. Costs may be reviewed at any time

(b) ITEMS OF UNALLOWABLE COSTS:

(1) Premium Pay for wearing radiation-measuring devices for Laboratory and all-tier cost-type subcontract employees.

(2) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically provided in the Contract or specifically agreed to in writing by the Contracting Officer.

(3) Facilities capital cost of money for the Contractor including its "teaming arrangement" as defined in FAR 9.601.

(4) Meals, snacks, refreshment and catering services, except as otherwise specifically agreed to in writing by the Contracting Officer.

(5) Compensation of a Senior Executive in excess of the benchmark compensation amount determined applicable for the contractor fiscal year by the Administrator, Office of Federal Procurement Policy, are unallowable.

(6) Costs that are unallowable under other contract terms shall not be allowable as compensation for personnel services.

H-34 INTELLECTUAL AND SCIENTIFIC FREEDOM

(a) The Parties recognize the importance of fostering an atmosphere at the Laboratories conducive to scientific inquiry and the development of new knowledge and creative and innovate ideas related to important national interests.

(b) The Parties further recognize that the free exchange of ideas among scientists and engineers at the Laboratories and colleagues at universities, colleges and other laboratories or scientific facilities is vital to the success of the scientific,engineering, and technical work performed by Laboratory personnel.

(c) In order to further the goals of the Laboratories and the national interest, it is agreed by the Parties that the scientific and engineering personnel at the Laboratories shall be accorded the rights of publication or other dissemination of research, and participation in open debate and in scientific, educational, or professional meetings or conferences, subject to the limitations included in technology transfer agreements and such other limitations to related to the obligations of the Parties to protect classified and unclassified controlled nuclear information or other sensitive or confidential information, as provided by law, regulations, DOE/NNSA directives or policies, this contract, or other applicable requirements or agreements.

H-35 CONTRACTOR PERFORMANCE EVALUATIONS

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15, the NNSA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractor must register in CPARS in order to view/comment on their performance reports.

H-36 STRATEGIC PLANNING (MODIFIED 0010, 0050)

The Contractor shall submit to DOE/NNSA a laboratory, plant or site strategic plan annually in accordance with the annual strategic planning guidance and the terms and conditions of the contract or as directed by the Contracting Officer. The laboratory, plant, or site M&O management team shall present their plans and engage in discussions with senior DOE/NNSA leadership annually in accordance with the annual strategic planning guidance and as directed by the Contracting Officer.

H-37 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS FOR PURPOSES OF FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALT I (APR 1984) (ADDED 0008; MODIFIED 0057, 0088)

(a) The term "a risk defined in this contract as unusually hazardous or nuclear" as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph jj of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2014 jj, notwithstanding the fact that the claim or suit may not arise under Section 170 of said Act), arising from actions or inactions in the course of the following performed by the Contractor, under this contract:

1. Participation in activities in support of a nonproliferation effort on behalf of the United States, outside the United States, as described in (i) through (iii):

   i. Participation in DOE/NNSA's Nuclear Emergency Search Team ("NEST");
   ii. Participation in DOE/NNSA's Accident Response Group ("ARG");
   iii. Participation in DOE/NNSA's Joint Technical Operations Team ("JTOT");

to the extent participation in these foregoing activities described in subparagraphs (i.), (ii.), or (iii.) above encompass nuclear activities involving real or suspected nuclear weapons, nuclear weapons components, or nuclear materials which can be readily utilized either (A) for the production or fabrication of nuclear weapons without substantial effort; or (B) for intentional widespread contamination or dispersal of harmful nuclear materials, whether or not such real or suspected weapons, components, or harmful nuclear materials are owned by the United States; and

2. Maintenance and repair of United States-owned nuclear weapons, as requested by the Department of Defense under DOE's Stewardship role for the United States nuclear weapons stockpile; and

3. Activities on behalf of the DOE/NNSA or other United States sponsored high risk activities as described in (i.) through (iv.) in response to imminent terrorist threats:

   i. Chem-Bio Decontamination Foam which was developed by Sandia National Laboratories rendering inert both biological and chemical agents. These have been extensively tested in normal conditions and used to decontaminate facilities in the U.S., including the Senate Hart Office Building and may be slated for possible use outside the United States.

   ii. Synthetic Aperture Radar Systems which were developed, miniaturized, and produced for use by the military to provide all-

weather, high-resolution imagery. The military is increasingly relying on the resulting images for maps of operations.

iii. Monitors for Detecting Traces of Explosives which were developed by Sandia National Laboratories in both stationary and portable formats for screening personnel, cargo, small packages, and vehicles, and are being used by domestic and foreign governments at both public and private facilities.

iv. Chem-Bio Detectors, developed by Sandia National Laboratories, to provide early warning of the presence of agents in public areas such as mass transportation systems including those deployed in the Washington, D.C. Metro and elsewhere.

4. Participation in tasks or activities by NTESS or its subcontractors on or after March 11, 2011, that is directed or authorized by the DOE/NNSA as an element of activities taken in response to the Japan earthquake and tsunami, including efforts to address and access damage to nuclear power plants and potential radioactive releases from these plants now and in the future; and

5. Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020 in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed.

6. Other activities relating to non-proliferation, emergency response, anti-terrorism activities, or critical national security activities that involve the use, detection, identification, assessment, control, containment, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or explosive material, facilities, or devices, and nuclear weapons research, design, development, production, testing and maintenance, and development of technology as part of Government programs for nuclear weapons deployment, storage and stockpile stewardship, transportation, demilitarization, dismantlement or disposition, provided such activities are specifically requested or approved, in writing, by the President of the United States, the Secretary of Energy, the Deputy

Secretary of Energy, or an Under Secretary, and further provided that the request or approval specifically identifies a particular project involving one of those activities and makes the indemnity provided by this clause applicable to that particular project under the contract.

(b) The unusually hazardous or nuclear risks described above are indemnified only to the extent that they are not covered by the Price-Anderson Act, Section 170d of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210d) or where the indemnification provided by the Price-Anderson Act is limited by the restriction on public Liability imposed by Section 170e of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2210e) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.

(c) Additional Definitions of Terms

1. As used in this H-37 clause,

   i. the term "nuclear materials" means source, special nuclear, or byproduct materials as those terms are defined in Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2014.

2. As used in FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (ALTERNATE I) (APR 1984),

   i. the term "Contractor" except as used in paragraphs (a) and (e) of I-29 FAR 52.250-1 means

      (A) National Technology & Engineering Solutions of Sandia, LLC (NTESS),

      (B) NTESS' parent organization, Honeywell International, Inc., corporate successors of Honeywell International, Inc., and corporate affiliates of Honeywell International, Inc., and

      (C) Employees, officers and directors of (A) and/or (B) above named or threatened to be named as defendants in lawsuits or litigation threatened or initiated by third parties which seek to impose or establish, or which could result in, a risk which is defined in this contract as unusually hazardous or nuclear, on account of actions or inactions of NTESS, or on account of actions or inactions undertaken by the corporations or individuals identified in subparagraph (A) and/or (B) above for, on behalf of, or with respect to, NTESS under this contract; and

ii. the term "Contractor" as used in paragraphs (a) and (e) of I-29 52.250-1 means NTESS;

iii. term "Contractor's business" means the management and operation of Sandia National Laboratories for DOE/NNSA under this contract;

iv. the terms "Contractor's operations at any one plant or separate location in which this contract is being performed" and "a separate and complete major industrial operation in connection with the performance of this contract" mean the Sandia National Laboratories facilities located at Kirtland Air Force Base in Albuquerque, New Mexico and Livermore, California, and facilities in Tonopah, Nevada, and the Pacific Missile Range Facility in Barking Sands Hawaii (Kauai Test Facility);

v. the term "agency head" means the Secretary of Energy; and

vi. the term "corporate affiliates of Honeywell International, Inc." means

(A) any company that, directly or indirectly, owns 50 percent or more of Honeywell International, Inc. (including its corporate successors), or which otherwise controls Honeywell International, Inc., and

(B) companies, other than NTESS, that directly or indirectly, are 50 percent or more owned by Honeywell International, Inc. or by any company referred to in paragraph (A) above, or which are otherwise controlled by Honeywell International, Inc., or by any such company.

H-38 PAID LEAVE UNDER SECTION 3610 OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) TO MAINTAIN EMPLOYEES AND SUBCONTRACTORS IN A READY STATE. (DECEMBER 2020) (ADDED 0090; MODIFIED 0100, 0105, 0108, 0116)

(a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency

declared on January 31, 2020 for COVID–19.

(2) The costs are incurred from January 31, 2020, through September 30, 2021.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

(2) Its request reflects or will reflect as soon as known all applicable credits, including:

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and

(ii) Applicable credits allowed under the CARES Act including applicable credits for loan guarantees.

H-39 CORONAVIRUS (COVID-19) VACCINE (ADDED 0105)

The Contractor, as an authorized COVID-19 Vaccination Program Provider, may administer-19 vaccinations to Contractor employees, federal employees, NNSA support service contractor employees, employees of other DOE management and operating contractors, and/or others, in accordance with work authorization requirements, Inter-Contractor Purchase requirements, and/or other written direction provided by the Contracting Officer or the Contracting Officer Representative. The Contractor shall perform such duties in accordance with Federal and State laws, regulations, and guidelines, including direction from any Authority Having Jurisdiction (as that term is defined by relevant Public Readiness and Emergency Preparedness Act Declarations), applicable Vaccination Program Provider Agreements, and any other applicable COVID-19 immunization direction applicable to the Contractor as a condition of receipt of COVID-19 vaccine doses.

H-40 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (ADDED 0121)

(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.

H-41 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLEANING CONSUMABLE STRATEGIC RESERVE (ADDED 0121)

The Contractor shall maintain the Site NNSA Strategic Reserve of critical PPE and cleaning consumables for all onsite federal employees, M&O contractor and subcontractor (if applicable) employees, and routine visitors to support continuity of critical mission work including Primary Mission Essential Functions (PMEFs), Mission Essential Functions (MEFs), and Essential Supporting Activities (ESAs), sufficient to sustain normal operations for a minimum of 120 days or as directed by the Contracting Officer. The Contractor shall provide PPE inventory data into the SAFER-PPE reporting tool monthly or as directed by the Contracting Officer.

H-42 MITIGATING SUPPLY CHAIN RISK (OCT 2022) (ADDED 0166)

DOE/NNSA utilizes a Supply Chain Risk Management (SCRM) Program to identify, assess, and monitor supply chain risks of critical vendors. The Government may use any information, public and non-public, including all-source intelligence for its analysis. The Contractor agrees that the Government may, at its own discretion, perform audits of supply chain risk processes or events consistent with other terms in the contract regarding access to records and audits. An onsite assessment may be required. Through the information obtained from a SCRM program, DOE may assess vendors and products through multiple risk lenses such as national security, cybersecurity, compliance, and finance. If supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in contract termination.

H-43 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022) (ADDED 0166)

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

Covered article - The term "covered article" includes-

(1) “Information technology” which means –

(i) any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-.

(A) of that equipment, or

(B) of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,

(iii) does not include any equipment acquired by a federal contractor

incidental to a federal contract.

(2) "Telecommunications Equipment", which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).

(3) "Telecommunications Service", which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(4) the processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or

(5) hardware, systems, devices, software, or services that include embedded or incidental information technology.

Supply Chain Risk- The term "Supply Chain Risk" means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

(b) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered articles or services affecting covered articles to the Government.

(c) In order to manage supply chain risk, the Government may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

H-44 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022) (ADDED 0166)

(a) Definitions. As used in this clause–

(1) "Covered system" means-

(A) National security systems (as defined at 44 U.S. Code § 3552) and components of such systems.

(B) Nuclear weapons and components of nuclear weapons.

(C) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons.

(D) Items associated with the surveillance of the nuclear weapon stockpile; or

(E) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.

(2) "Covered item of supply" means an item—

(A) that is purchased for inclusion in a covered system; and

(B) the loss of integrity of which could result in a supply chain risk for a covered system.

(3) "Supply Chain Risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.

(b) The Contractor shall take all prudent actions and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered systems or covered items of supply to the Government, and services affecting covered systems or covered items of supply.

(c) In order to manage supply chain risk, the Government may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold of consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract When the Government exercises this authority, it will only provide the

Contractor with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by the Government pursuant to 50 U.S.C. § 2786 shall be subject to review in any Federal court.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

H-45 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING (JUN 2024) (ADDED 0223)

(a) DPAS-Rated Order. As indicated in Block 1 of SF33, this contract is a DX- and DO-rated order certified for national defense use (subject to limitations in (b) below) and the Contractor is required to follow all the provisions of the Defense Priorities and Allocations System ("DPAS") regulations (15 CFR § 700, *et seq.*). In the event that any provision of the DPAS regulations conflict with any provision of this clause, the DPAS regulations control.

(b) Scope of DPAS Rating. Though this contract is rated as DX and DO, only those portions of this contract for materials (including equipment), services, or facilities necessary for the national defense, as outlined in (b)(1) and (b)(2), are considered rated. The authority granted under this clause is not applicable to Strategic Partnership Projects (SPP) (see (g)).

(1) DO. Items and related services in support of programs approved for priorities and allocations support by the Secretary of Defense with respect to military production and construction, military assistance to any foreign nation, space, stockpiling, and directly related activities are rated as DO upon establishment of a required delivery date (see (c)). Approved programs for assignment of a DO rating are:

Program Identification Symbol	Approved Program
A1	Aircraft
A2	Missiles
A5	Weapons
A6	Ammunition
A7	Electronics and communications equipment
B9	Production equipment (Government-owned)
C9	Miscellaneous

(2) DX. Items and when applicable, related services in support of programs designated by the Secretary of Defense to be of the Highest National Priority as described in the Department of Defense (DoD) List of DX-Rated Programs are

rated as DX-A2 upon establishment of a required delivery date or dates (see (c)). The DoD List of DX-Rated Programs is limited to only a small number of programs approved by the Department of Defense, and the Contractor shall not use a DX-A2 priority rating on any subcontracts other than those in support of a program identified in the DoD List of DX-Rated

Programs. At the Contractor's request, NNSA can provide a current DoD List of DX- Rated Programs to the Contractor.

(c) Required Delivery Dates. If not expressly identified in this contract, the required delivery date for DPAS- rated items and related services is as specified in writing by the cognizant NNSA Program Office or Field Office.

(d) Placing DPAS Ratings on Subcontracts.

(1) Subcontracts that May be Assigned DPAS Ratings. When placing subcontracts that directly support a DPAS-rated portion of this contract, the Contractor may, if necessary, place DPAS-rated subcontract orders for:

(i) Items (as defined in 15 CFR § 700.8) which will be physically incorporated into other items to fill a rated portion of this contract, including that portion of such items normally consumed, or converted into scrap or by-products, in the course of processing;

(ii) Containers or other packaging materials required to make delivery of the finished items required under a rated portion of this contract;

(iii) Services, other than contracts of employment, needed to fill a rated portion of this contract;

(iv) Maintenance and repair and/or operating supplies (as defined in 15 CFR § 700.8) needed to produce the finished items to fill rated orders.

(2) Subcontracts that Shall Not be Assigned DPAS Ratings. Notwithstanding (d)(1), subcontracts shall not be assigned DPAS ratings to obtain:

(i) Any items that (i) are commonly available in commercial markets for general consumption; (ii) do not require major modification when purchased for approved program use; and (iii) are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements;

(ii) Any items to be used primarily for administrative purposes, such as for personnel or financial management;

(iii) Delivery of items or services on a date earlier than needed;

(iv) A greater quantity of the item than needed, except to obtain a minimum procurable quantity;

(v) Any items related to the development of chemical or biological warfare capabilities or the production of chemical or biological weapons, unless such development or production has been authorized by the President or the Secretary of Defense; or

(vi) Copper raw materials, crushed stone, gravel, sand, scrap, slag, central steam heat or waste paper;

(vii) Any items subject to the authorities granted exclusively to other agencies by Executive Order 13603 (*e.g.*, health resources, civil transportation, etc.).

(3) Subcontract Terms. The Contractor shall ensure that any rated subcontracts are appropriately rated and contain terms substantially the same as (a) and (d) of this clause.

(e) Contractor's Responsibility. It is the Contractor's responsibility to ensure that it complies with DPAS regulations, this clause, and other pertinent authorities. Though the Government may review certain Contractor subcontract solicitation and award documents (in accordance with other provisions of this Contract), that review shall not be construed as consent that the Contractor's choice to rate a subcontract is appropriate. If the Contractor has specific questions regarding the rating on this Contract or its applicability to subcontracts, the Contractor has an affirmative duty to seek clarification from the appropriate contracting officer.

(f) Records and Reporting Requirements.

(1) Record Retention. Notwithstanding any other provision of this contract, the Contractor shall maintain and preserve for at least three years, accurate and complete records related to any DPAS-rated subcontract.

(2) Reporting. On a semi-annual basis (January 15 and July 15 of each year), the Contractor shall provide to the Contracting Officer a summary of all DPAS-rated subcontract orders placed in the preceding six, calendar months by the Contractor. This information shall be contained in a sortable Microsoft® Excel spreadsheet with the following information (contained in separate columns):

(i) Date the rated subcontract order was placed;

(ii) Subcontract order identification number;

(iii) Description of items or services acquired;

(iv) Rating and Approved Program Identifier assigned to the subcontract (*e.g.*, DO-A2); and

(v) A detailed justification for the rating assigned.

(g) SPP. The priority ratings assigned to the Contract are not authorized for use in support of SPP. Use of DPAS priority ratings for SPP is governed by the priority rating, if any, assigned by the Non-DOE/non-NNSA entity requesting the work. The Contractor is responsible for complying with instructions provided by the non-DOE/non-NNSA entity regarding the applicability of DPAS to SPP.

(End of Clause)

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A. FAR CLAUSES INCORPORATED BY REFERENCE (MODIFIED 0008, 0018, 0032, 0043,0056,0063,0093,0121,0124,0147,0148,0184,0212,0222,0250)

The references cited herein are from the Federal Acquisition Regulation (FAR) (48 CFR Chapter **1**). The following FAR clauses are hereby incorporated by reference:

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government (MODIFIED 0103)	June 2020
52.203-7	Anti-Kickback Procedures (MODIFIED 0103)	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (MODIFIED O103)	June 2020
52.203-13	Contractor Code of Business Ethics and Conduct (MODIFIED 0103, 0147)	Nov 2021
52.203-14	Display of Hotline Poster(s) *(b)(3) Required poster is: DOE Hotline Poster* *https://www.energy.gov/sites/prodljiles/2017/05/j34/Hotline Poster.pd/ (MODIFIED 0103, 0147)*	Nov 2021
52.203-16	Preventing Personal Conflicts of Interest (MODIFIED 0043, 0103)	June 2020
52.203-17	Contractor Employee Whistleblower Rights (MODIFIED 0103, 0212)	Nov 2023
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management (MODIFIED 0072)	Oct 2018
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (MODIFIED 0043, 0072, 0103)	June 2020

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.204-12	Data Universal Numbering System Number Maintenance (MODIFIED 0043)	Oct 2016
52.204-13	System for Award Management Maintenance (MODIFIED 0072)	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance (MODIFIED 0043, 0103)	Aug 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (ADDED 0056, MODIFIED 0147, 0212)	Dec 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (ADDED 0057, MODIFIED 0103)	Aug 2020
52.204-27	Prohibition on a Byte Dance Covered Application (Added 0212)	June 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MODIFIED 0103,0147)	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (MODIFIED 0072)	Oct 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	Nov 2015
52.210-1	Market Research (MODIFIED 0103, 0147)	Nov 2021
52.211-5	Material Requirements	Aug 2000
52.211-10	Commencement, Prosecution, and Completion of Work (Applies to sub-CLIN 0003AA only) (Added Mod 0269)	Apr 1984
52.211-15	Defense Priority and Allocation Requirement	Apr 2008
52.215-2	Audit and Records - Negotiation (MODIFIED 0103)	June 2020
52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
52.215-12	Subcontractor Certified Cost or Pricing Data (MODIFIED 0103)	June 2020
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications (MODIFIED 0103)	June 2020
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010

52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (MODIFIED 0008)	**Jul** 2005
52.215-19	Notification of Ownership Changes	Oct 1997

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.215-22	Limitations on Pass-Through Charges - Identification of Subcontract Effort	Oct 2009
52.215-23	Limitations on Pass-Through Charges (MODIFIED 0103)	June 2020
52.216-9	Fixed Fee—Construction. (Applies to sub-CLIN 0003AA only) (Added Mod 0269)	Jun 2011
52.217-8	Option to Extend Services (a) 30 days	Nov 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (ADDED 0147; MODIFIED 0184)	Oct 2022
52.219-8	Utilization of Small Business Concerns (MODIFIED 0043, 0072, 0184, 0212,0250)	Feb 2024
52.219-9	Small Business Subcontracting Plan (MODIFIED 0008, 0018, 0043,0072,0103,0147,0184, 0212)	Sept 2023
52.219-16	Liquidated Damages - Subcontracting Plan (MODIFIED 0147)	Sept 2021
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums (a) "2.5%, as a percentage of payroll" (MODIFIED 0008)	Jul 1990
52.222-3	Convict Labor	**Jun** 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (MODIFIED *0072)*	May 2018
52.222-6	Construction Wage Rate Requirements (ADDED 0147)	Aug 2018
52.222-7	Withholding of Funds (ADDED 0147)	May 2014
52.222-8	Payrolls and Basic Records (ADDED 0147)	Jul 2021
52.222-9	Apprentices and Trainees (ADDED 0147)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements (ADDED 0147)	Feb 1988
52.222-11	Subcontracts (Labor Standards) (ADDED 0147)	May 2014
52.222-12	Contract Termination-Debarment (ADDED 0147)	May 2014

52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (ADDED 0147)	May 2014
52.222-14	Disputes Concerning Labor Standards (ADDED 0147)	Feb 1988
52.222-15	Certification of Eligibility (ADDED 0147)	May 2014
52.222-16	Approval of Wage Rates (ADDED 0147)	May 2014
52.222-21	Prohibition on Segregated Facilities	Apr 2015

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.222-26	**Equal Opportunity** (MODIFIED 0043)	Sept 2016
52.222-29	Notification of Visa Denial	Apr 2015
52.222-30	Construction Wage Rate Requirements-Price Adjustment (ADDED 0147)	Aug 2018
52.222-35	Equal Opportunity for Veterans (MODIFIED 0103)	June 2020
52.222-36	E ual Opportunity for Workers with Disabilities (MODIFIED 0103)	June 2020
52.222-37	Employment Reports on Veterans (MODIFIED 0103)	June 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons (MODIFIED 0085, 0103, 0147)	Nov2021
52.222-54	Employment Eligibility Verification (MODIFIED 0147, 0184)	May 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive **Order** 14026 (ADDED 0184)	Jan 2022
~~52.223-2~~	~~Reporting of Biobased Products Under Service and Construction Contracts~~ (Mod 0250)(Removed Mod 0258)	~~May 2024~~
52.223-5	Pollution Prevention and Right-to-Know Information (Mod 0250)	May 2024
52.223-7	Drug Free Workplace (MODIFIED 0008, 0222)	May 2024
52.223-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MODIFIED 0103, 0222)	May 2024
~~52.223-10~~	~~Waste Reduction Program~~ (Mod 0250)(Removed Mod 0258)	~~May 2024~~
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MODIFIED 0008, 0043,0222)	May 2024

52.223-13	Acquisition ofEPEAT® -Registered Imaging Equipment Alt I Jun 2014 *b) was EPEAT® silver-registered or gold-registered*	Jun 2014
52.223-15	Energy Efficiency in Energy-Consuming Products (MODIFIED 0103)	May 2020

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.223-16	Acquisition ofEPEAT® -Registered Personal Computer Products Alt I (Jun 2014) *(b) were EPEAT® silver-registered or gold-registered*	Oct 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MODIFIED 0072)	Aug 2018
~~52.223-19~~	~~Compliance With Environmental Management Systems~~ (Removed Mod 0258)	~~May 2011~~
52.223-23	Sustainable Products and Services (Mod 0250)	May 2024
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training (ADDED 0043)	**Jan** 2017
52.225-1	Buy American-Supplies (MODIFIED 0121, 0147, 0184) (d) "use" is replaced with the word "deliver"	Oct 2022
52.225-8	Duty-Free Entry	Oct 2010
52.225-13	Restriction on Certain Foreign Purchases (MODIFIED 0121)	Feb 2021
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-1	Authorization and Consent Alt I (Apr 1984) (MODIFIED 0103)	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (ADDED *0103)*	June 2020
52.227-10	Filing of Patent Applications - Classified Subject Matter	Dec 2007
52.227-23	Rights to Proposal Data (Technical)	Jun 1987

52.230-2	Cost Accounting Standards (MODIFIED 0103)	June 2020
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost (Applies to sub-CLIN 0003AA only) (Added Mod 0269)	Apr 1984
52.232-24	Prohibition on Assignment of Claims (MODIFIED 0008)	May 2014
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-1	Disputes, Alternate I (Dec 1991)	May 2014

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.233-3	Protest After Award, Alternate I (Jun 1985)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy and Security Safeguards	Aug 1996
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Mod 0250)	Nov 2024
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs (MODIFIED 0148, 0184)	Dec 2022
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes—Cost-Reimbursement. Alt III. (Applies to sub-CLIN 0003AA only) (Added Mod 0269)	Aug 1987
52.244-5	Competition in Subcontracting (Mod 0250)	Aug 2024
52.246-26	Reporting Nonconforming Items. (ADDED 0085; MODIFIED 0093, 0103, 0147, 0250)	Aug 2024

52.247-1	Commercial Bill of Lading Notations *(a) Specific agency is 'U.S. Department of Energy, National Nuclear Security Administration'.* *(b) Specific agency is 'U.S. Department of Energy, National Nuclear Security Administration'. Contract No. is "DE-NA0003525".* *Contact is 'the Contracting Officer'.(MODIFIED* 0063)	Feb 2006
52.247-63	Preference for U.S.-Flag Air Carriers (Mod 0250)	Jan 2025
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

B. DEAR CLAUSES INCORPORATED BY REFERENCE (MODIFIED 063, 0127, 0147, 0148 0244)

The references cited herein are from the U.S. Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9). The following DEAR clauses are hereby incorporated by reference:

DEAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
952.203-70	Whistleblower Protection for Contractor Employees	Dec 2000
952.204-70	Classification/Declassification	Sep 1997
952.204-71	Sensitive Foreign Nations Controls	Mar 2011
952.204-75	Public Affairs	Dec 2000
952.204-77	Computer Security	Aug 2006
952.208-7	Tagging of Leased Vehicles	Apr 1984
952.209-72	Organizational Conflicts of Interest, Alternate I *(b) (1) (i) Period is 'jive (5) years'.*	Aug 2009
952.211-71	Priorities and Allocations (ATOMIC ENERGY)	Apr 2008
952.215-70	Key Personnel *(a) Cross-reference is 'Section J, Appendix D.'*	Dec 2000
952.217-70	Acquisition of Real Property	Mar 2011
952.223-75	Preservation of Individual Occupational Radiation Exposure Records	Apr 1984
952.226-74	Displaced Employee Hiring Preference	Jun 1997
952.235-71	Research Misconduct	Jul2005
952.242-70	Technical Direction	Dec 2000
952.247-70	Foreign Travel	Jun 2010
952.251-70	Contractor Employee Travel Discounts	Aug 2009
970.5203-2	Performance Improvement and Collaboration	May 2006
970.5204-1	Counterintelligence	Dec 2010
970.5208-1	Printing	Dec 2000
970.5211-1	Work Authorization	May 2007
970.5217-1	Strategic Partnership Projects Program (Non-DOE Funded Work)	Apr 2015

DEAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
970.5222-1	Collective Bargaining Agreements-Management and Operating Contracts	Dec 2000
970.5222-2	Overtime Management	Dec 2000
970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution	Dec 2000
970.5223-4	Workplace Substance Abuse Programs at DOE sites	Dec 2010
970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management	Oct 2010
970.5223-7	Sustainable Acquisition Program	Oct 2010
970.5225-1	Compliance with Export Control Laws and Regulations (Export Clause)	Nov 2015
970.5226-2	Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993	Dec 2000
970.5226-3	Community Commitment	Dec 2000
970.5227-6	Patent Indemnity-Subcontracts	Dec 2000
970.5227-8	Refund of Royalties	Aug 2002
970.5228-1	Insurance-Litigation and Claims	Jul 2013
970.5229-1	State and Local Taxes	Dec 2000
970.5232-1	Reduction or Suspension of Advance, Partial, or Progress Payments	Dec 2000
970.5232-4	Obligation of Funds *Obligation of funds. The amount presently obligated by the Government with respect to this contract is* (See Section B, clause B-5) *dollars ($_).* (MODIFIED 0063)	Dec 2000
970.5232-5	Liability with Respect to Cost Accounting Standards	Dec 2000
970.5232-6	*(a)* Strategic Partnership Project Funding Authorization	Apr 2015
970.5235-1	Federally Funded Research and Development Center Sponsoring Agreement	Dec 2010
970.5236-1	Government Facility Subcontract Approval	Dec 2000

DEAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
970.5243-1	Changes	Dec 2000

C. FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT (MODIFIED 0008,0010,0032,0043,0057,0093,0103,0121,0124,0127,0147,0148,0184)

1-1 FAR 52.202-1 DEFINITIONS (JUN 2020) (AS MODIFIED BY DEAR 952.202-1) (REPLACED 0103)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless -

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

1-2 [RESERVED] (REMOVED 0184)

1-3 [RESERVED] (REMOVED 0148)

1-4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years and four months.

1-5 FAR 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (OCT 2014)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for those socio-economic identified by the Contracting Officer that may include: small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantage business, and women-owned small business concerns in performing this contract, it will receive a percentage (Contracting Officer to insert the appropriate number between 0% and up-to-7%) of the dollars in excess of the selected goal(s) in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated amount in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-1 of the Federal Acquisition Regulation.

(d) The Contracting Office will provide the Contractor with written guidance identifying and establishing the socio-economic program(s) and goal(s) annually per DEAR Subpart 970.1907-4. The Contracting Office will include, as a minimum, the following information: (1) the socio-economic programs(s) to be incentivized, (2) goal percentages, (3) a maximum dollar threshold that can be earned for each incentivized socio-economic program and, (4) a maximum dollar threshold that can be earned overall.

1-6 [RESERVED] (CLAUSE REMOVED 0032)

I-**7 [RESERVED] (CLAUSE REMOVED 0032)**

1-8 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL

CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

1-9 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (MODIFIED 0008, 0043, 0063, 0222)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as–

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

(End of clause)

1-10 FAR 52.223-14 ACQUISITION OF EPEAT® -REGISTERED TELEVISIONS (JUN 2014)

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

"Television or TV" means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (e.g., computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

1-11 FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) (AS MODIFIED BY DEAR 970.2904-l(A)) (MODIFIED 0010)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Payments and Advances clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.
Revenue Division
PO Box 630
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the Department of Energy and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The Department of Energy may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the Department of Energy, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the Department of Energy to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through
(3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

1-12 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (MODIFIED 0008)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to- **the Contracting Officer, as requested. Such documents shall remain on-site by the Contractor.** (MODIFIED 0008)

1-13 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) (AS MODIFIED BY DEAR 970.4905-1)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this I-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount,

if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(l) of this clause.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h) (4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

G) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (1) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (1) of this clause, the Government shall pay the Contractor --

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(1) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)

(1) The Government may, under the terms and conditions it prescribes, make

partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because ofretention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

1-14 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

Federal Acquisition Regulation	http://farsite.hill.af.mil/vffara.htm *or* https://www.acquisition.gov/far/index.html
Federal Acquisition Forms	*http://www.gsa.gov/portallforms/type/TOP*
Department of Energy Acquisition Regulation	http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation http://farsite.hill.af.mil/vfdoea.htm http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ccc3d607ed1811c91460147ec7521076&mc=true&r=PART&n=pt48.5.952 *or* http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ccc3d607edl 811c91460147ec7521076&mc=true&r=PART&n=pt48.5.970

1-15 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) (REPLACED 0124)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation(48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any *Department of Energy Acquisition Regulation* (48 CFR *9)* clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

1-16 DEAR 952.204-2 SECURITY (AUG 2016)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) *Definition of restricted data.* The term Restricted Data means all data concerning

design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of formerly restricted data.* The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-(1) Relates primarily to the military utilization of atomic weapons; and
(2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means-(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not

prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security

Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(i) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any 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 Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor

shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

1-17 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016) (REPLACED 0008)

(a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) *Definitions.* The definitions set out in the Act shall apply to this clause.

(c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.

(d)

(1) *Indemnification.* To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(l)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(l) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)

(1) *Waiver of defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the Contractor, on

behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which-

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive-

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to-

(1) Negligence;

(2) Contributory negligence;

(3) Assumption of risk; or

(4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be

judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, *off.site* as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor- owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above-

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection l70e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) *Notification and litigation of claims.* The Contractor shall give immediate written notice to DOE of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE, copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this contract.

(h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) *Civil penalties.* The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.

(j) *Criminal penalties.* Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE

nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) *Inclusion in subcontracts.* The Contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

(1) To the extent that the Contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to l70e of the Act, the provisions of the clause providing general authority indemnity shall not apply.

1-18 DEAR 970.5203-3 CONTRACTOR'S ORGANIZATION (DEC 2000) (CLASS DEVIATION) (MODIFIED 0008)

(a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer *(1)* a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur; *and, (2) a chart showing the name and organization of the Contractor's Parent Organization's responsible official for administering the Contractor's Parent Organization's Oversight Plan, and shall furnish supplemental information to reflect any changes as they occur.*

(b) Supervisory representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at the site, and any work off-site, at all times. *For purposes of this contract, the Director of Sandia National Laboratories is the resident supervisory representative of the contractor.* **(MODIFIED 0008)**

(c) Control of employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the Contracting Officer may require, with the approval of *the Administrator of the NNSA or* the Secretary of Energy, the Contractor to remove the employee from work under the contract. This includes the right to direct the Contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies. *Furthermore, nothing contained in this*

paragraph (c) shall in any way impair the statutory or contractual collective bargaining rights of union-represented contractor employees.

(d) Standards and procedures. The Contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the Contracting Officer.

(e) Nothing in this clause or its implementation is intended to conflict with 42 USC §7274p, or to otherwise affect the scientific integrity of persons required to provide independent technical judgments to provide the President or the Congress assurances on the safety, security, reliability, or effectiveness of the US nuclear weapons stockpile.

1-19 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) (CLASS DEVIATION)

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, *and National Nuclear Security Administration Policy Letters* identified in the *contract's Section J Appendix entitled* "List of Applicable Directives" *(the List).* Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise *the* List by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising *the* List, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise *the* List and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise *the* List and so advise the Contractor not later than 30 days prior to the effective date of the revision of *the* List. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of *the* List *and fee may be adjusted* pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved

process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into *the* List as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by *the* List. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

1-20 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION) (REPLACED 0008)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system ofrecords are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or
C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); **(B)** areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or **(D)** a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

1-21 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES-FACILITY MANAGEMENT CONTRACTS (AUG 2019) (NNSA CLASS DEVIATION) (MODIFIED 0032; REPLACED 0057)

(a) *Definition of Earned Fee.*

For the purposes of this clause, "Earned Fee" means the sum total of all incentive fees, award fees, fixed fees, and share of cost savings earned by the contractor during a performance evaluation period, as determined by the contracting officer or fee determining official (as appropriate). In the NNSA, the Fee Determining Official (FDO) is the Administrator, unless otherwise delegated. Where the contract provides for financial incentives that extend beyond a single performance evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent performance evaluation period. The allocable amount shall be the total amount of the earned fee divided by the number of evaluation periods over which it was earned.

(b) *General.*

ES&H means "Environment, safety and health." The purpose of accident investigations is to identify and understand causes so deficiencies can be addressed and corrected. This, in tum, is intended to promote improved environmental protections, safety, and health of DOE employees, contractors, and the general public. Facility management contracts are management and operating (M&O) contracts, as defined at 48 CFR subpart 17.6.

(1) The payment of any Earned Fee under this contract is dependent upon-

(i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), including performance under an approved Safety Management System (SMS); and

(ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) If the contractor does not meet the performance requirements or terms and conditions of this contract relating to ES&H or related to safeguarding of Restricted Data and other classified information during any performance

evaluation period, the contracting officer may unilaterally reduce Earned Fee.

(3) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor SMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the SMS and full ES&H compliance.

(4) The performance requirements of this contract are related to the safeguarding of Restricted Data and other classified information as set forth in the clauses of this contract, entitled DEAR 952.204-2 SECURITY (AUG 2016), "SECURITY," or its successor, and DEAR 970.5204-2 (DEC 2000) (CLASS DEVIATION), *"Laws, Regulations, and DOE Directives,"* or its successor, as well as in other terms and conditions.

(c) *Reduction amount.*

(1) The amount of Earned Fee that may be unilaterally reduced is correlated to the severity of the performance failure.

(i) Level 1 performance failure: not less than 26% nor greater than 100%;

(ii) Level 2 performance failure: not less than 11% nor greater than 25%; and

(iii) Level 3 performance failure: not greater than 10%.

(d) *Mitigating Factors.*

(1) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site-specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range.

(2) The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(e) *Effect of Reduction.*

(1) The Government will effect Earned Fee reductions as soon as practical. If the effective date of the reduction falls after the completion of the fee determination for the evaluation period during which the performance failure occurred, the Government will effect the reduction during a subsequent evaluation period, by issuing a demand for payment or by reducing any Earned Fee, at the contracting officer's sole discretion. If the performance failure occurs during the last evaluation period before termination or completion of the contract, reduction will be effected as soon as practical during contract close-out.

(2) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of Earned Fee.

(f) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract's ES&H requirements, standards, terms or conditions (including the DOE/NNSA approved Contractor SMS). The levels of performance failure under which reductions of earned fee are:

(1) *Level 1:* Performance failures that are most adverse to ES&H. Examples of Level 1 performance failures include, but are not limited to:

(i) Failure to develop and maintain required DOE/NNSA approval of an SMS;

(ii) Any action/event that is considered an "Accident" for which an Accident Investigation Board (AIB) is appointed pursuant to DOE Order 225.lB, Accident Investigations, or its successor. Accidents also include those investigated by Joint Accident Investigation Boards (JAIB), in which federal and M&O staff members team up to investigate the incident.;

(iii) A combination of two, Level 2 performance failures that are significantly adverse to ES&H occurring during the same evaluation period; and

(iv) Contractor actions that result in a breakdown of the SMS, that resulted in great harm to the environmental, safety and health of the general public.

(2) *Level 2:* Performance failures that are significantly adverse to ES&H. Examples of Level 2 performance failures include, but are not limited to:

(i) Any action/event that nearly results in an "Accident" for which an AIB is appointed pursuant to DOE Order 225.lB, Accident Investigations, or its successor;

(ii) A failure to comply with an approved SMS that results in injury, exposure, or exceedance;

(iii) Failure to notify DOE/NNSA (e.g., NNSA Field Office Manager or other authorized official) of an imminent danger situation after discovery, where such notification is a requirement of the contract;

(iv) Failure to mitigate a dangerous situation that could cause an Accident; and

(v) Contractor actions that result in a breakdown of the SMS that resulted in serious harm to the environmental, safety and health of the general public.

(3) *Level 3:* Performance failures that reflect a lack of focus on maintaining or improving ES&H. Examples of Level 3 performance failures include, but are not limited to:

(i) Failure to implement effective corrective actions to address deficiencies/noncompliances documented through: external or internal oversight (e.g., reported per DOE Order 231.lB, Environment, Safety and Health Reporting, or its successor, requirements; DOE Order 232.2A, Occurrence Reporting and Processing of Operations Information, or its successor; of DOE Order 440.lB, Worker Protection Program for DOE/NNSA (including the National Nuclear Security Administration) Federal Employees), or its successor, requirements;

(ii) Multiple similar non-compliances identified with ES&H by external oversight that in aggregate indicate a significant programmatic breakdown;

(iii) Non-compliance with ES&H requirements, standards, terms or conditions that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown;

(iv) Failure to notify DOE/NNSA, as appropriate, upon discovery of events or conditions where notification is required by the terms and conditions of the contract; and

(v) Contractor actions that result in a breakdown of the SMS that resulted in harm to the environmental, safety and health of the general public.

(g) *Safeguarding Restricted Data and/or Other Classified Information.* Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and/or other classified information. The levels of performance failure under which reductions of earned fee will be determined as follows:

(1) *Level 1:* Performance failure to comply with applicable law, DOE regulation, or directive, that has resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. Examples of Level 1 performance failures include, but are not limited to:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data or other information classified as Top Secret, any information in a Special Access Program (SAP) (regardless of classification level), information identified as sensitive compartmented information (SCI), or high-risk nuclear weapons-related data;

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data, or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or high-risk nuclear weapons-related data;

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data, or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or high-risk nuclear weapons-related data; and

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or high-risk nuclear weapons-related data.

(2) *Level 2:* Performance failure to comply with applicable law, DOE regulation, or directive, that has resulted in, or that can reasonably be expected to result in, serious damage to the national security. Examples of Level 2 performance failures include, but are not limited to:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret;

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret;

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (g)(l)(iii) of this clause); and

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) *Level 3:* Performance failure that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or

that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. Examples of Level 3 performance failures include, but are not limited to:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential;

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information;

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable;

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information; and

(v) Contractor actions that result in a breakdown of the safeguards and security management system that resulted in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

1-22 DEAR 970.5227-2 RIGHTS IN DATA-TECHNOLOGY TRANSFER (DEC 2000) ALTERNATE I (AUGUST 2021 DEVIATION) (REPLACED 0127)

(a) *Definitions.*

Assistant General Counsel for Technology Transfer and Intellectual Property is the senior intellectual property counsel for the Department of Energy, as distinguished from the NNSA Patent Counsel, and, where used in this clause, indicates that the authority for the activity(ies) being described belongs to DOE.

Computer data bases, as used in this clause, means a collection of data in a form

capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (1) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (2) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (h) of this clause.

Open source software, as used in this clause, means computer software with its source code that is distributed under a license in which the user is granted the right to use, copy, modify, and prepare derivative works thereof, without having to make royalty payments.

Patent Counsel means the DOE or NNSA Patent Counsel assisting the contracting activity.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (i) of this clause.

Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) Except as may be otherwise expressly provided or directed in writing by the Patent Counsel, the Government shall have-

(i) Ownership of all technical data and computer software first produced in the performance of this Contract;

(ii) Unlimited rights in technical data and computer software first produced or specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this contract, or other data specifically protected by statute for a period of time or, where, approved by Patent Counsel, in appropriate instances of the DOE Strategic Partnership Projects (SPP) Program;

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this contract delivered to the Government or otherwise disposed ofby the contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. When delivering all contractor-produced computer software to the DOE Office of Scientific and Technical Information (OSTI), the Contractor shall submit a complete package as prescribed in paragraph (e)(3) of this section. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (h) of this clause ("Rights in Limited Rights Data") or paragraph (i) of this clause ("Rights in Restricted Computer Software"); and

(v) The right to remove, cancel, correct, or ignore any markings not

authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation and except Restricted Data in category C-24, 10 CFR part 725, in which DOE has reserved the right to receive reasonable compensation for the use of its inventions and discoveries, including related data and technology, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

(iii) The right to assert copyright subsisting in scientific and technical works, and works produced by Contractor under DEAR 952.204-75 as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(4) In the performance of DOE contracted obligations, each Contractor is required to manage scientific and technical information (STI) produced under the contract as a direct and integral part of the work and ensure its broad availability to all customer segments by making STI available to DOE's central STI coordinating office, OSTI. Requirements for all such reportable information to OSTI are in DOE Order 241.1B, or successor version, whether it is publicly releasable, controlled unclassified information, or classified.

(c) *Copyright (General).*

(1) The Contractor agrees not to mark, register, or otherwise assert copyright in

any data in a published or unpublished work, other than as set forth in paragraphs (d), (e), or (f) of this clause.

(2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with paragraphs (d), (e) or (f) of this clause, the contractor agrees not to include in the data delivered under this contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) of this clause. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the Contracting Officer to include such material in the data prior to its delivery.

(3) If the Contractor has not been granted permission to copyright data or computer software first produced under the contract where such permission is necessary, i.e., for works other than scientific and technical journal articles and data produced under a CRADA, and if the Government desires to obtain copyright in such data or computer software, the Patent Counsel may direct the Contractor to establish claim to copyright in such data or computer software and to assign such copyright to the Government or its designated assignee.

(d) *Copyrighted works (scientific and technical works).*

(1) The Contractor shall have the right to assert, without prior approval of the Contracting Officer, copyright subsisting in scientific and technical works composed under this contract or based on or containing data first produced by the Contractor in the performance of this contract, and published in academic, technical or professional journals, symposia, proceedings, contributions to chapters of book compilations or similar means of dissemination to make broadly available to the public or scientific community for the purpose of scientific, research, knowledge and education. Such scientific and technical works may be recorded or fixed in any medium including but not limited to print, online, web, audio, video or other medium, and released or disseminated through any communication or distribution channel including but not limited to articles, reports, books, non-architectural drawings, repositories, videos, websites, workshops, or social media. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) For each scientific or technical work first produced or composed under this contract and submitted for publication or similar means of dissemination, the contractor shall provide notice to the publisher of the Government's license in the copyright that is substantially similar to or otherwise references one of the following notices below:

A suitable notice (long version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

Notice: This work was produced by National Technology and Engineering Solutions of Sandia, LLC under contract No. DE-NA0003525 with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the work for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this work, or allow others to do so, for United States Government purposes. The Department of Energy will provide public access to these results of federally sponsored research in accordance with the DOE Public Access Plan *https://www.energy.gov/downloads/doe-public-access-plan*.

(End of notice)

A suitable notice (short version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright follows:

Notice: This work was produced by National Technology and Engineering Solutions of Sandia, LLC under Contract No. DE-NA0003525 with the U.S. Department of Energy. Publisher acknowledges the U.S. Government license to provide public access under the DOE Public Access Plan *https:Ilwww.energy.gov/downloads/doe-public-access-plan*.

(3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the Contractor for additional compensation.

(e) *Copyrighted works (other than scientific and technical works and data produced under a CRADA).* The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this contract, when the Contractor needs to control distribution to advance the goals of the technology transfer mission and where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(1) *Contractor request to assert copyright.*

(i) Except for scientific and technical works under (d) above and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:

(A) The identity of the data (including any computer software) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes;

(B) The funding program under which it was funded;

(C) Whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement;

(D) Whether the data is subject to export control;

(E) A statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, "Technology Transfer Mission," within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period; and

(F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.

(ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained;

(iii) Permission for the Contractor to assert copyright in excepted categories of data as determined exclusively by DOE will be expressly withheld. Such excepted categories include data whose release-

(A) Would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control

for nonproliferation and other nuclear-related national security purposes;

(B) Would not enhance the appropriate transfer or dissemination and commercialization of such data;

(C) Would have a negative impact on U.S. industrial competitiveness;

(D) Would prevent DOE from meeting its obligations under treaties and international agreements; or

(E) Would be detrimental to one or more of DOE's programs.

(iv) The Contractor will obtain the advanced written approval of the Patent Counsel to assert copyright where data are determined to be in the following excepted categories: (a) under export control restrictions; (b) developed with Naval Reactors' funding; (c) subject to disposition of data rights under treaties and international agreements. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified at DOES' Office of International Affairs (International Commitments-IEC).

(2) Patent Counsel Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 60 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and the reasons therefor. If Patent Counsel grants permission for the Contractor to assert copyright in computer software, the permission automatically extends to subsequent minor versions (e.g., minor revisions, patches and bug fixes) having the same funding source, same name and substantially same functionality as the original computer software, and may be extended to subsequent major versions representing significant modifications of the program with the approval of Patent Counsel.

(3) *Permission for contractor to assert copyright.*

(i) For computer software, the Contractor shall furnish, or make available to the DOE Office of Scientific and Technical Information (OSTI) in accordance with OSTI guidelines at the time permission to assert copyright is given under

paragraph (e)(2) of this clause-

(A) Announcement information/metadata contained in the Software Announcement Notice 241.4;

(B) The source code and/or executable file for each software program; and

(C) Documentation, if any, which may consist of a user manual, sample test cases, or similar information, needed by a technically competent user to understand and use the software (whether included on the software media itself or provided in a separate file or in paper format).

(ii) The Contractor acknowledges that the DOE designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

(iii) Unless otherwise directed by the Patent Counsel, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish, or make available, to OSTI in accordance with OSTI guidelines, a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.

(iv) Once the Contractor is given permission to assert copyright in data, the Contractor may begin to commercialize the copyrighted data by making copyrighted data available for licensing to third parties and by offering other types of distribution to third parties. During the period in which commercialization activities pertaining to the copyrighted data are continuing, or for a specified period of time prescribed by Patent Counsel in paragraph (e)(2) above, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. For all previously approved and current copyrighted data that the Contractor is actively commercializing, the Contractor may continue to commercialize in accordance with this paragraph.

(v) When the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright or at the end of the specified period as prescribed by Patent Counsel, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform

publicly and display publicly, and to permit others to do so.

(vi) At any time the Contractor abandons commercialization activities for copyrighted data, the Contractor shall advise OSTI and Patent Counsel and, upon request, assign the copyright to the Government so that the Government can distribute the copyrighted data to the public. When the Contractor abandons commercialization activities, the Contractor will provide to OSTI the latest version of the copyrighted data (for example, source code, object code, minimal support documentation, drawings or updated manuals.) In addition, the Contractor will provide annually to Patent Counsel, if requested, a list of all copyrighted data that the Contractor has abandoned commercial licensing activity during that year.

(vii) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17
U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3)(iv) and (v) of this clause. Such action shall be taken when the data are delivered to the Government, licensed or deposited for registration as a published work in the U.S. Copyright Office, or when submitted for publication. The acknowledgment of Government sponsorship and license rights shall substantially similar to the following:

> Notice: These data were produced by (insert name of Contractor) under Contract No.
>
> ---
>
> with the Department of Energy. During the period of commercialization or such other time period specified by the Department of Energy, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. Subsequent to that period the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to the Contractor or DOE. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY DATA, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

(End of notice)

(viii) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the period that Contractor is commercializing the data as provided for in paragraph (e)(3)(iv) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(l)(i) of this clause. Before licensing under this subparagraph, DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65- "Appeals".

(ix) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the Contracting Officer. The Contractor may use its net royalty income to effect such maintenance costs.

(4) The following notice may be included in computer software prior to any publication or release and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this section.

Notice: This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.

(End of notice)

(5) A similar notice can be used for data, other than computer software, prior to

any publication or release and prior to Contractor's obtaining permission of DOE Patent Counsel to assert copyright.

(f) *Open software source.* The Contractor may release computer software first produced by the Contractor in the performance of this contract under an open source software license. Such software shall hereinafter be referred to as open source software or OSS, subject to the following:

(1) *DOE Program notice for copyright assertion for* OSS.

(i) The Contractor shall provide written notice (including relevant data such as, for example, the software disclosure form) to each DOE Program or Programs that have provided a substantial portion of the funding (funding source(s)) to develop the software that the Contractor intends to release as OSS unless the funding Program(s) has previously provided blanket approval for all software developed with funding from that Program or a specific DOE project stipulates the software to be released as OSS. If Program has neither consented nor objected to the assertion of copyright within two weeks of such written notification, the Contractor may assert copyright in the software. If notification of a funding DOE Program(s) is not practicable or DOE Program(s) has objected, the Contractor shall consult with Patent Counsel, which may provide approval. For software developed under a technology transfer agreement (e.g., CRADA, SPP, or User Facility Agreement), authorization from the partner of the such agreement shall be additionally obtained for OSS release unless such agreement has a provision providing for such copyright assertion.

(ii) If the software is developed with funding from a federal government agency or agencies (funding source(s)) other than DOE, then authorization from all the funding agency(ies) shall be obtained for OSS release, if practicable. Such federal government agency(ies) may provide blanket approval for all software developed with funding from that agency(ies). However, OSS release of any one of such software shall be subject to approval by all other funding sources for the software, if any. If approval from such federal government agency(ies) is not practicable, the Patent Counsel may provide approval instead.

(2) *Assert copyright in the* OSS. Once the Contractor has met the program approval requirements set forth in paragraph (f)(l) of this clause, copyright in the software to be distributed as OSS may be asserted by the Contractor, or, for OSS developed under a CRADA, User Facility Agreement, or SPP Agreement, either by the Contractor, CRADA Participant, User Facility User, or SPP Sponsor, as applicable, which precludes marking such OSS as protectable from public distribution.

(3) *Submit Software Announcement Notice 241.4 to OST!.* The Contractor must submit Software Announcement Notice (AN) 241.4 (or the current notice as may

be required by DOE) to OSTI. In the AN 241.4, the Contractor shall provide the unique URL (i.e. a persistent identifier) from which the software can be obtained so that OSTI can announce the availability of the OSS and the public has access via the URL.

(4) *Maintain OSS record.* The Contractor must maintain a record of all software distributed as OSS. Upon request of the Patent Counsel, the Contractor shall provide the necessary information regarding any or all OSS.

(5) *Provide public access to the OSS.* The Contractor shall ensure that the OSS is publicly accessible as open source via the Contractor's website, Open Source Bulletin Boards operated by third parties, DOE, or other standard industry methods.

(6) *Select an OSS license.* Each OSS will be distributed pursuant to an OSS license. The Contractor may choose among industry standard OSS licenses or create its own set of Contractor standard licenses. To assist the Contractor, the Assistant General Counsel for Technology Transfer and Intellectual Property, may periodically issue guidance on OSS licenses. Each Contractor-created OSS license, must contain, at a minimum, the following provisions -

(i) A disclaimer or equivalent that disclaims the Government's and Contractor's liability for licensees' and third parties' use of the software; and

(ii) A grant of permission for licensee to distribute OSS containing the licensee's derivative works. This provision may allow the licensee and third parties to commercialize their derivative works or might request that the licensee's derivative works be forwarded to the Contractor for incorporation into future OSS versions.

(7) *Relationship to other required clauses in the contract.* OSS distributed in accordance with this section shall not be subject to the requirements relating to indemnification of the Contractor or Federal Government, U.S. Competitiveness and U.S. Preference, as set forth in paragraphs (f) and (g) of the clause within this contract entitled Technology Transfer Mission (48 CFR 970.5227-3). The requirement for the Contractor to request permission to assert copyright for the purpose of engaging in licensing software for royalties, as set forth elsewhere in this clause, is not modified by this section.

(8) *Government license.* For all OSS, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in data copyrighted in accordance with paragraph (f)(2) of this clause to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(9) *Contractor abandons OSS.* If the Contractor ceases to make OSS publicly

available, then the Contractor shall submit to OSTI the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised Announcement Notice 241.4 (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to OSTI.

(g) *Subcontracting.*

(1) Unless otherwise directed by the Patent Counsel, the Contractor agrees to use, in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the DOE policy and procedures by using "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 48 CFR 927.409 including alternates as appropriate with the prior approval of DOE Patent Counsel. The Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of the Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(d)[1]. In subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE, the Contractor shall use the "rights in Data-Facilities clause at 48 CFR 970.5227-1.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the Contracting Officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.

(h) *Rights in limited rights data.* Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does

[1] See Acquisition Letter 2021-04 for the deviation to DEAR 927.409, *Solicitation provisions and contract clauses, [DOE coverage paragraphs (a), (b), (d), (m), and (n)J (Deviation)*

hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. DE-NA0003525 with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

This Notice shall be marked on any reproduction of this data in whole or in part.

(End of notice)

(i) *Rights in restricted computer software.*

(1) Except as may be otherwise specified in this contract as data which are not

subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this contract; provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

Restricted Rights Notice-Long Form

(a) This computer software is submitted with restricted rights under Department of Energy Contract No. DE-NA0003525. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice-Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. DE-NA0003525 with National Technology and Engineering Solutions of Sandia, LLC.

(End of notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol Rand the clause date (mo/yr) in brackets or a box, e.g. a [R- mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished-rights reserved under the Copyright Laws of the United States."

G) *Relationship to patents.* Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

1-23 DEAR 970.5227-3 TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION JAN 2022) (REPLACED 0127, 0147)

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) Authority.

(1) In order to ensure the full use of the results ofresearch and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 1l(a)(l) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); Section 3132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); Section 102 of the Laboratory Modernization and Technology Transfer Act (Public Law 115-246) and Executive Order 12591 of April 10, 1987.

(2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting intellectual property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for intellectual property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Strategic Partnership Projects (SPP); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, **SPP,** science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(3) Trademarks and service marks. The Contractor, with notification to DOE Patent Counsel, is authorized to protect goods/services resulting from work at the Laboratory through Trademark and Service Mark protection. The Laboratory name and associated logos are owned by the Department of Energy unless an exception is allowed by the DOE Patent Counsel, and shall be protected by DOE Patent Counsel. In furtherance of the technology transfer mission, should the Contractor want to assert trademark or service mark protection for any word, phrase, symbol, design, or combination thereof that includes or is associated with the Laboratory name, the Contractor must first notify and obtain permission from the Department of Energy Patent Counsel. All marks, whether or not registered with the United States Patent and Trademark Office, are to be included in the "Intellectual property rights" paragraph (i) of this clause, below, regarding transfer to successor contractor, DOE reserves the right to require the Contractor to cancel registration of the mark or cease use of the mark.

(b) Definitions.

Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.

Bailment means any agreement in which the Contractor permits the commercial or non- commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.

Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

Intellectual property means data, inventions, patents, patent applications, trademarks, service marks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the project.

Laboratory biological materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.

Laboratory tangible research product means tangible material results of research which--

(1) Are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;

(2) Are not materials generally commercially available; and

(3) Were made under this contract by Laboratory employees or through the use of Laboratory research facilities.

Patent Counsel means the DOE or NNSA Patent Counsel assisting the contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

Strategic Partnership Projects (SPP) means any agreement pursuant to the SPP clause, if included in this M&O contract, entered into between the Contractor as operator of the Laboratory and a non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract and on a fully reimbursable basis.

(c) Allowable costs.

(1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning intellectual property rights, increasing the potential for the transfer of technology, widespread notice of technology transfer opportunities, and early stage and precommercial technology demonstration to remove barriers that limit private sector interest and demonstrate potential commercial applications of any research and technologies arising from Laboratory activities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this contract.

(2) The Contractor's participation in litigation to enforce or defend intellectual property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance- Litigation and Claims" of this contract.

(d) Conflicts of interest-technology transfer. The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. These procedures shall apply to all persons participating in Laboratory research or related technology transfer activities.

Such implementing procedures shall be provided to the Contracting Officer for review and approval within sixty (60) days after execution of this contract. The Contracting Officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

(1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving non-federal sponsors in accordance with the provisions of paragraph (n)(5) of this clause;

(2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to contractor-developed intellectual property;

(3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;

(4) Conduct activities relating to commercial utilization of contractor-developed intellectual property so as to avoid interference with or adverse effects on user facility or SPP activities of the Contractor;

(5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;

(6) Notify the Contracting Officer with respect to any new work to be performed or proposed to be performed under the contract for DOE or other Federal agencies where the new work or proposal involves intellectual property in which the Contractor has obtained or intends to request or elect title;

(7) Except as provided elsewhere in this contract, obtain the approval of the Contracting Officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;

(8) Obtain the approval of the Contracting Officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of intellectual property to any individual who is a current or has been a Laboratory employee within the previous two years or to the company in which the individual is a principal and

the Contractor's request should include notice of any technology transfer agreements (e.g., SPP and CRADA) associated with the intellectual property; Notify non-Federal sponsors of SPP activities, or non-Federal users of user facilities, of any relevant intellectual property interest of the Contractor prior to execution of SPP or user agreements; and

(9) Notify the Contracting Officer and DOE funding program prior to evaluating a proposal by a third party for DOE, when (a) the evaluator is an inventor of a Contractor invention that is the subject matter of the proposal or
(b) the evaluator is a principal or has financial interest in the third party or (c) the third party is a licensee of the Contractor.

(e) Fairness of opportunity. In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.

(f) U.S. industrial competitiveness for licensing and assignments of intellectual property.

(1) In the interest of enhancing U.S. Industrial Competitiveness, the Contractor shall, in its licensing and assignments of intellectual property, give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its licensing and assignment decisions involving Laboratory intellectual property where the Laboratory obtains rights during the course of the Contractor's operation of the Laboratory under this contract-

(i) Whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; and

(ii)

(A) Whether the proposed licensee or assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement;

(B) In licensing or assigning any entity subject to the control of a foreign company or government, whether such foreign

government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States intellectual property rights;

(C) If the proposed licensee, assignee, or parent of either type of entity is subject to the control of a foreign company or government, the Contractor, with the assistance of the Contracting Officer, in considering the factors set forth in paragraph (B) of this clause, may rely upon the following information -

(1) U.S. Trade Representative Inventory of Foreign Trade Barriers;

(2) U.S. Trade Representative Special 301 Report; and

(3) Such other relevant information available to the Contracting Officer; and

(D) The Contractor should review the U.S. Trade Representative web site at: http://www.ustr.gov for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision.

(2) If the Contractor determines that neither of the conditions in paragraphs (f)(l)(i) or (ii) of this clause are likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the Contracting Officer. The Contracting Officer shall act on any such requests for approval within thirty (30) days.

(3) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204 (Preference for United States industry).

(4) The Contractor agrees to be bound by paragraph (t) U.S. Competitiveness in its Patent Rights provision (e.g. 48 CFR 970.5227-10 or 48 CFR 970.5227-12 as may be modified) as applicable.

(g) Indemnity-product liability. In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property

damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was derived from the work performed under the agreement. Except for CRADA and SPP where the guidance is already provided elsewhere, the Contractor shall identify and obtain the approval of the Contracting Officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.

(h) Disposition of income.

(1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the
Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 15 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the contract.

(2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for any purpose inconsistent with DOE mission direction.

(3) The Contractor shall establish subject to the approval of the Contracting Officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the Contracting Officer. The Contractor shall notify the Contracting Officer of any changes to that policy, and such changes, shall be subject to the approval of the Contracting Officer.

(i) Transfer to successor contractor. In the event of termination or upon the expiration of this contract, any unexpended balance of income received for use at the Laboratory

shall be transferred, at the Contracting Officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the Contracting Officer. The Contractor shall transfer title, as one or several packages if necessary, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other intellectual property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the Contracting Officer.

(j) Technology transfer affecting the national security.

(1) The Contractor shall notify and obtain the approval of the Contracting Officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168), as amended. Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.

(2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or technical data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

(3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

(k) Records. The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the Contracting Officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data

clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this contract pertaining to inspection, audit and examination of records.

(l) Reports to Congress. To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing intellectual property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan, which may be included in the Annual Laboratory Plan, shall be provided to the Contracting Officer on or before October 1st of each year.

(m) Oversight and appraisal. The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the Contracting Officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) Technology transfer through technology transfer Agreements. Upon approval of the
Contracting Officer and as provided in DOE approved guidance, the Laboratory Director, or designee, may enter into technology transfer agreements on behalf of the DOE subject to the requirements set forth in this paragraph.

(1) Review and approval of CRADAs.

(i) Except as otherwise directed in writing by the Contracting Officer, each JWS or MSW shall be submitted to the Contracting Officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related intellectual property rights known by the Contractor to be owned by the Government to assist the Contracting Officer in the approval determination.

(ii) The Contractor shall also include (specific to the proposed CRADA) a statement of compliance with the fairness of opportunity requirements of paragraph (e) of this clause.

(iii) Within thirty (30) days after submission of a JWS, MSW or proposed CRADA, the Contracting Officer shall approve, disapprove or request modification to the JWS, MSW or CRADA. The Contracting Officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.

(iv) Except as otherwise directed in writing by the Contracting Officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA or relevant MSW has been granted by the Contracting Officer. The Contractor may submit its proposed CRADA to the Contracting Officer at the time of submitting its proposed JWS, relevant MSW or any time thereafter.

(2) Selection of participants. The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:

(i) Give special consideration to small business firms, and consortia involving small business firms;

(ii) Give preference to business units located in the United States which agree that products or processes embodying intellectual property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements. The Contractor, in considering these factors, may rely upon the following information:

(A) U.S. Trade Representative Inventory of Foreign Trade Barriers,
(B) U.S. Trade Representative Special 301 Report, and
(C) Such other relevant information available to the Contracting Officer. The Contractor should review the U.S. Trade Representative web site at http://www.ustr.gov for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision;

(iii) Provide fairness of opportunity in accordance with the requirements of paragraph (e) of this clause; and

(iv) Give consideration to the conflicts of interest requirements of paragraph (d) of this clause.

(3) Withholding of data.

(i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or

confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA ofup to five (5) years from the time the data is first produced or otherwise as delineated in Stevenson-Wydler, as amended. The DOE shall cooperate with the Contractor in protecting such data.

(ii) Unless otherwise expressly approved by the Contracting Officer in advance for a specific CRADA, the Contractor agrees, at the request of the Contracting Officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.

(iii) A final technical report, upon completion of a CRADA, shall be provided to DOE's Office of Scientific and Technical Information; reports marked as Protected CRADA Information will not be released to the public for a period in accordance with the terms of the CRADA.

(iv) In addition to its authority to license intellectual property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.

(4) SPP and user facility programs.

(i) SPP and User Facility Agreements (UFAs) may be available for use by the Contractor in addition to CRADAs. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, i.e., SPP and UFA, and of the Class Patent Waiver provisions associated therewith.

(ii) Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in SPP and UFAs, a request may be made to the Contracting Officer for an exception to the Class Waivers.

(iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including SPP and User Class Waivers) or individually negotiated waiver which applies to the agreement.

(5) Conflicts of interest.

(i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the negotiation, approval or performance of a technology transfer agreement, if, to such employee's knowledge--

(A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee-

(1) Holds financial interest in any entity, other than the Contractor, that has a substantial interest in the entity of the technology transfer agreement; or

(2) Receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the entity of the technology transfer agreement; or

(B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the entity of the technology transfer agreement, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.

(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the negotiation, approval or performance of the technology transfer agreement certify through the Contractor to the Contracting Officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

(iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the Contracting Officer is advised

by the Contractor in advance of the participation of an employee described in those paragraphs of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the Contracting Officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of negotiation, approval or performance of the technology transfer agreement.

(o) Technology transfer in other cost-sharing agreements. In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the Contracting Officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.

(p) Technology partnership ombudsman.

(1) The Contractor agrees to establish a position to be known as "Technology Partnership Ombudsman," to help resolve complaints from outside organizations regarding the policies and actions of the Contractor with respect to technology partnerships (including CRADAs), patents owned by the Contractor for inventions made at the laboratory, and technology licensing.

(2) The Ombudsman shall be a senior official of the Contactor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.

(3) The duties of the Technology Partnership Ombudsman shall include--

(i) Serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;

(ii) Promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and

(iii) Submitting a quarterly report, in a format provided by DOE, to Director of the DOE Office of Dispute Resolution and the Contracting Officer concerning the number and nature of complaints and disputes raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

1-24 DEAR 970.5227-12 PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, PATENT WAIVER (DEC 2000) ALTERNATE I (DEVIATION JANUARY 2022) (REPLACED 0127, 0147)

(a) Definitions.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), and unless otherwise identified or indicated, includes the coordinated efforts of the DOE and NNSA. DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR part 781.

DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR part 784.

Exceptional Circumstance Subject Invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii), and in accordance with 37 CFR 401.3(e).

Initial Patent Application means, as to a given Subject Invention, the first provisional or non- provisional U.S. national application for patent as defined in 37 CFR 1.9(a)(2) and (3), respectively, the first international application filed under the Patent Cooperation Treaty as defined in 37 CFR 1.9(b) which designates the United States, or the first application for a Plant Variety Protection certificate, as applicable.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.). Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Patent Counsel means DOE Patent Counsel assisting the DOE contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-

29.

Subject Invention means any invention of the Contractor conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.

Weapons related subject invention means any subject invention conceived or first actually reduced to practice in the course of or under work funded by or through defense programs, including Department of Defense and intelligence reimbursable work, or the Naval Nuclear Propulsion Program of the Department of Energy or the National Nuclear Security Administration.

(b) Allocation of Principal Rights.

(1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by the granting of an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.

(2) Advance class waiver of Government rights to the Contractor. DOE may grant to the Contractor an advance class waiver of Government rights in any or all subject inventions, at the time of execution of the contract, such that the Contractor may elect to retain the entire right, title and interest throughout the world to such waived subject inventions, in accordance with the terms and conditions of the advance class waiver. Unless otherwise provided by the terms of the advance class waiver, any rights in a subject invention retained by the Contractor under an advance class waiver are subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, (t) U.S. Competitiveness of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(3) Government license. With respect to any subject invention to which the Contractor retains title, either under an advance class waiver pursuant to subparagraph (b)(2) or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Government has a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(4) Foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights

from DOE, and DOE may grant the Contractor's request, subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at DOE's Office oflnternational Affairs (international Commitments-IEC) (http://energy.gov/ia/iec- documents), or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions.

(5) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(7) of this clause, the Contractor does not have the right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions--

(A) Uranium enrichment technology;

(B) Storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) National security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).

(ii) As determined by the DOE, inventions made under any agreement, contract or subcontract, related to the exceptional circumstance subject inventions under U.S.C. § 202, maintained by the Office of the Assistant General Counsel for Technology Transfer and Intellectual Property, include but is not limited to the following-

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium;

(C) Any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI);

(D) Any funding agreement related to Energy Efficiency, Storage, Integration and Related Technologies, Renewable Energy, and Advanced Energy Technologies which is funded by the Office of Energy Efficiency and Renewable Energy (EERE) or the Advanced Research Projects Agency - Energy (ARPA- E);

(E) Solid State Energy Conversion Alliance (SECA), if the Contractor is a participant in the "Core Technology Program";

(F) Solid State Lighting (SSL) Program, if the Contractor is a participant in the "Core Technology Program.";

(G) Cybersecurity, Energy Security, and Emergency Response;

(H) Quantum Information Science Technologies; and

(I) Domestic Manufacture of DOE Science and Energy Technologies (S&E DEC).

(iii) Inventions subject to "Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies" (S&E DEC) issued 6/7/2021 must comply with paragraph (t) U.S. Competitiveness requirements to the maximum extent authorized by the S&E DEC unless otherwise directed by DOE Patent Counsel in writing.

(iv) Exceptional circumstances subject inventions are as set forth in the applicable patent waiver. In addition, DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, programs, initiatives, and/or other classifications for the purpose of defining DOE exceptional circumstance subject inventions.

(6) Contractor request for greater rights. The Contractor may request greater rights in an identified subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, in accordance with the DOE patent waiver regulations, by submitting such a request in writing to Patent Counsel with a copy to the Contracting Officer at the time the subject invention is first disclosed to DOE pursuant to subparagraph (c)(**1)** of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor. Unless otherwise provided in the greater rights determination, any rights in a subject

invention obtained by the Contractor under a determination of greater rights is subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(7) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in a subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may grant or refuse to grant such a request by the Contractor employee-inventor.

(8) Government assignment of rights in Government employees' subject inventions. If a DOE employee is a joint inventor of a subject invention to which the Contractor has rights, DOE may assign or refuse to assign any rights in the subject invention acquired by the Government from the DOE employee to the Contractor, consistent with 48 CFR 27.304-l(d). Unless otherwise provided in the assignment, the rights assigned to the Contractor are subject to the Government license provided for in subparagraph (b)(3) of this clause, and to any provision of this clause applicable to subject inventions in which rights are retained by the Contractor, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the DOE employee.

(9) Weapons related subject inventions. Except to the extent that DOE is solely satisfied that the Contractor meets certain procedural requirements and DOE grants rights to the Contractor in weapons related subject inventions, the Contractor does not have a right to retain title to any weapons related subject inventions.

(c) Subject invention disclosure, election of title, and filing of patent application by Contractor.

(1) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the Contracting Officer within two (2) months after an inventor discloses it in writing to contractor personnel responsible for patent matters or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event no less than 60 days before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written or electronic report and shall include:

(i) The contract number under which the subject invention was made;

(ii) The inventor(s) of the subject invention;

(iii) A description of the subject invention in sufficient technical detail to convey a clear
understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;

(iv) The date and identification of any publication, on sale or public use of the invention;

(v) The date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;

(vi) A statement indicating whether the subject invention is an exceptional circumstance subject invention, related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;

(vii) All sources of funding by Budget and Resources (B&R) code and, if applicable, the technology transfer agreement numbers; and

(viii) The identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Strategic Partnership Projects agreements. Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph are deemed made in the manner specified in Sections (a)(l) and (a)(2) of 42 U.S.C. 5908.

(2) Publication after disclosure. After disclosure of the subject invention to the DOE, the Contractor shall promptly notify Patent Counsel of the acceptance for publication of any manuscript describing the subject invention or of any expected or on sale or public use of the subject invention, known by the Contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

(3) Election by the Contractor under an advance class waiver. If the Contractor has the right to elect to retain title to subject inventions under an advance class

waiver granted in accordance with subparagraph (b)(2) of this clause, and unless otherwise provided for by the terms of the advance class waiver, the Contractor shall elect in writing whether or not to retain title to any subject invention by notifying DOE within two (2) years of the date of the disclosure of the subject invention to DOE, in accordance with subparagraph (c)(l) of this clause. The notification shall identify the advance class waiver, state the countries, including the United States, in which rights are retained, and certify that the subject invention is not an exceptional circumstance subject invention or subject to a treaty or international agreement. If a publication, on sale or public use of the subject invention has initiated the Statutory Period under 35 U.S.C. 102(b), the period for election may be shortened by DOE to a date that is no more than sixty (60) days prior to the end of the Statutory Period.

(4) Filing of patent applications by the Contractor under an advance class waiver. If the Contractor has the right to retain title to a subject invention in accordance with an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to paragraph (b)(7) of this clause, and unless otherwise provided for by the terms of the advance class waiver or greater rights determination, the Contractor shall file Initial Patent Application claiming the subject invention to which it retains title either within one (1) year after the Contractor's election to retain or grant of title to the subject invention or prior to the end of any Statutory Period whichever occurs first. Any patent applications filed by the Contractor in foreign countries or international patent offices shall be filed within either ten (10) months of the corresponding first filed patent application or, if such filing has been prohibited by a Secrecy Order, within six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications.

(5) Submission of patent information and documents. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:

(i) The filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);

(ii) An executed and approved instrument fully confirmatory of all Government rights in the subject invention; and

(iii) The patent number, issue date, and a copy of any issued patent claiming the subject invention.

(6) Contractor's request for an extension of time. Requests for an extension of the time to disclose a subject invention, to elect to retain title to a subject

invention, or to file a patent application under subparagraphs (c)(l), (3), and (4) of this clause may be granted at the discretion of Patent Counsel or DOE.

(7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to 35 U.S.C. 205 and 37 CFR part 40.

(8) Reporting to DOE and Approvals. Whenever possible in this paragraph (c), the Government electronic reporting system (e.g., iEdison or similar system) may be used for reporting and approvals.

(d) Conditions when the Government may obtain title notwithstanding an advance class waiver.

(1) Return of title to a subject invention. If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention, including an exceptional circumstance subject invention, to which the Contractor retained title or rights under subparagraph (b)(2) or subparagraph (b)(7) of this clause, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.

(2) Failure to disclose or elect to retain title. Title vests in DOE and DOE may request, in writing, a formal assignment of title to a subject invention from the Contractor, and the Contractor shall convey title to the subject invention to DOE, if the Contractor elects not to retain title to the subject invention under an advance class waiver, or the Contractor fails to disclose or fails to elect to retain title to the subject invention within the times specified in subparagraphs (c)(1) and (c)(3) of this clause.

(3) Failure to file domestic or foreign patent applications. In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c)(4) of this clause, DOE may request, in writing, title to the subject invention from the Contractor, and the Contractor shall convey title to the subject invention to DOE; provided, however, that if the Contractor has filed a patent application in any country after the times specified in subparagraph (c)(4) of this clause, but prior to its receipt of DOE's written request for title, the Contractor continues to retain title in that country.

(4) Discontinuation of patent protection by the Contractor. If the Contractor decides to not file a non-provisional application, or to discontinue the prosecution of a patent application, the payment of maintenance fees, or the defense of a subject invention in a reexamination or opposition proceeding, in any country, DOE may request, in writing, title to the subject invention from the Contractor, and the Contractor shall convey title to the subject invention to

DOE.

(5) Termination of advance class waiver. DOE may request, in writing, title to any subject inventions from the Contractor, and the Contractor shall convey title to the subject inventions to DOE, if the advance class waiver granted under subparagraph (b)(2) of this clause is terminated under paragraph (v) of this clause.

(6) Upon a breach of paragraph (t) U.S. Competitiveness of this clause.

(e) Minimum rights of the contractor.

(1) Request for a Contractor license. Except for subject inventions that the Contractor fails to disclose within the time periods specified at subparagraph (c)(l) of this clause, the Contractor may request a revocable, nonexclusive, royalty-free license in each patent application filed in any country claiming a subject invention and any resulting patent in which the Government obtains title, and DOE may grant or refuse to grant such a request by the Contractor. If DOE grants the Contractor's request for a license, the Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded.

(2) Transfer of a contractor license. Contractor must obtain DOE approval of any transfer of the Contractor's license in a subject invention, and DOE may determine that the Contractor's license is non-transferrable, on a case-by-case basis.

(3) Revocation or modification of a contractor license. DOE may revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR part 404 and DOE licensing regulations. DOE may not revoke the Contractor's domestic license in that field of use or the geographical areas in which the Contractor, its licensees or its domestic subsidiaries or affiliates have achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. DOE may revoke or modify the Contractor's license in any foreign country to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(4) Notice of revocation or modification of a contractor license. Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed thirty (30) days from the date of the notice (or such other time as may be authorized by DOE for good cause shown by the Contractor) to show cause why the license should not be revoked or modified.

The Contractor has the right to appeal any decision concerning the revocation or modification of its license, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations.

(f) Contractor action to protect the Government's interest.

(1) Execution and delivery of title or license instruments. The Contractor agrees to execute or have executed, and to deliver promptly to DOE all instruments necessary to accomplish the following actions:

(i) Establish or confirm the Government's rights throughout the world in subject inventions to which the Contractor elects to retain title;

(ii) Convey title in a subject invention to DOE pursuant to subparagraph (b)(5) and paragraph (d) of this clause; or

(iii) Enable the Government to obtain patent protection throughout the world in a subject invention to which the Government has title.

(2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(l) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Contractor procedures for reporting subject inventions to DOE. The Contractor agrees to establish and maintain effective procedures for ensuring the prompt identification and timely disclosure of subject inventions to DOE. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation and approval of the effectiveness of such procedures by the Contracting Officer.

(4) Notification of discontinuation of patent protection. With respect to any subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall notify Patent Counsel of any decision to discontinue the prosecution of a patent application, payment of maintenance fees, or defense of a subject invention in a reexamination or opposition

proceeding, in any country, not less than 60 days before the expiration of the response period for any action required by the corresponding patent office.

(5) Notification of Government rights. With respect to any subject invention to which the Contractor has title, the Contractor agrees to include, within the specification of any United States patent application and within any patent issuing thereon claiming a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by the United States Department of Energy. The Government has certain rights in the invention."

(6) Avoidance of royalty charges. If the Contractor licenses a subject invention, the Contractor agrees to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the subject invention to any party.

(7) DOE approval of assignment of rights. Rights in a subject invention in the United States may not be assigned by the Contractor without the approval of DOE.

(8) Small business firm licensees. The Contractor shall make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and may give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision as to whether to give a preference in any specific case is at the discretion of the Contractor.

(9) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.

(g) Subcontracts.

(1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 37 CFR 401.14, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(5) of this clause. If the S&E DEC is applicable (see subparagraph (b)(3)(iii) of this clause), paragraph (t) U.S. Competitiveness must be included in the subcontractor's patent clause as paragraph (m) U.S. Competitiveness. Additionally, the following item (4) must be added to paragraph (d) of the subcontractor's patent clause "(4) Upon a breach of paragraph (m) U.S. Competitiveness of this clause."

(3) Inclusion of patent rights clause-subcontractors other than non-profit organizations or small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties and any applicable exceptional circumstance, in any contract for experimental, developmental, demonstration or research work. If the S&E DEC is applicable (see subparagraph (b)(3)(iii) of this clause), paragraph (t) U.S. Competitiveness must be included in the subcontractor's patent clause as paragraph (n) U.S. Competitiveness. Additionally, the following must be appended to the first sentence paragraph of (d)(l) [11] or upon a breach of paragraph (n) U.S. Competitiveness of this clause.[11]

(4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph U) of this clause.

(5) Subcontractor refusal to accept terms of patent rights clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such refusal and including relevant information for expediting disposition of the matter; and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the

subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention, with a copy of the notification and identification to the Contracting Officer.

(h) Reporting on utilization of subject inventions. Upon request by DOE, the Contractor agrees to submit periodic reports, no more frequently than annually, describing the utilization of a subject invention or efforts made by the Contractor or its licensees or assignees to obtain utilization of the subject invention. In addition, the Contractor shall provide data to DOE for the annual data call for the Department of Commerce report that included the number of patent applications filed, the number of patent issued, licensing activity, gross royalties received by the Contractor, and other data and information reasonably specified by DOE. Upon request by DOE, the Contractor also agrees to provide reports in connection with any march- in proceedings undertaken by DOE, in accordance with paragraph (j) of this clause. If any data or information reported by the Contractor in accordance with this provision is considered privileged and confidential by the Contractor, its licensee, or assignee and the Contractor properly marks the data or information privileged or confidential, DOE agrees not to disclose such information to persons outside the Government, to the extent permitted by law.

(i) Preference for United States industry. Notwithstanding any other provision of this clause the Contractor agrees that with respect to any subject invention in which it retains title, neither it nor any assignee may grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, DOE may waive the requirement for such an agreement upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. With respect to any subject invention to which the Contractor has elected to retain or is granted title, DOE may, in accordance with the procedures in the DOE patent waiver regulations, require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances. If the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself under the patent waiver.

(k) Communications. The Contractor shall direct any notification, disclosure, or request provided for in this clause to the Patent Counsel identified in the contract.

(l) Reports.

(1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and/or a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. The interim report shall state whether the Contractor's invention disclosures were submitted to DOE in accordance with the requirements of subparagraphs (f)(3) and (f)(4) of this clause.

(2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract or within three (3) months of the date of completion of the contracted work, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and/or a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

(m) Facilities license. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility-

(1) To practice or have practiced by or for the Government at the facility,; and

(2) To transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the
enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(n) Atomic energy.

(1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted

with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (o)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(o) Classified inventions.

(1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

(2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(p) Records relating to inventions.

(1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, and documents and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor (and inventor) compliance with the requirements of this clause, including proper identification and disclosure of subject inventions, and establishment and maintenance of invention disclosure procedures.

(2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.

(q) Patent functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(r) Educational awards subject to 35 U.S.C. 212. The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task related to exceptional circumstance technology or (2) any person who is subject to treaties or international agreements as set forth in paragraph (b)(6) of this clause or to agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.

(s) Annual appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

(t) U.S. Competitiveness. Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. Should the Contractor or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then

the assignment, license, or other transfer ofrights in the subject invention(s) is/are suspended until approved in writing by DOE. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(u) Publication. The Contractor shall receive approval from Patent Counsel prior to releasing or publishing information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract, to ensure such release or publication does not adversely affect the patent rights of DOE or the Contractor. At the discretion of the Patent Counsel, authority to review publications prior to release may be delegated to the Contractor.

(v) Termination of contractor's advance class waiver. If a request by the Contractor for an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to paragraph (c) of this clause contains false material statements or fails to disclose material facts, and DOE relies on the false statements or omissions in granting the Contractor's request, the waiver or grant of any Government rights (in whole or in part) to the subject invention(s) may be terminated at the discretion of the Secretary of Energy or designee.

Prior to termination, DOE shall provide the Contractor with written notification of the termination, including a statement of facts in support of the termination, and the Contractor shall be allowed thirty (30) days, or a longer period authorized by the Secretary of Energy or designee for good cause shown in writing by the Contractor, to show cause for not terminating the waiver or grant. Any termination of an advance class waiver or a determination of greater rights is subject to the Contractor's license as provided for in paragraph (f) of this clause.

(w) Unauthorized Access. The contractor will protect all invention reports, unpublished patent applications and other invention related information from unauthorized access and disclosure using at least commonly available techniques and practices. In the event that the Contractor becomes aware of unauthorized access to invention reports, unpublished patent applications and other invention related information, the Contractor shall notify Patent Counsel within 7 days.

1-25 DEAR 970.5231-4 PRE EXISTING CONDITIONS (DEC 2000) ALTERNATE I (DEC 2000) ALTERNATE II (DEC 2000)

(a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the Contractor assumed

responsibility on [Insert date contract began]. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to [Insert date contract began], the Contractor shall be responsible in accordance with the terms and conditions of this contract.

(b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

Alternate I (DEC 2000). As prescribed in 970.3170 (a), in contracts with incumbent management and operating contractors, substitute the following for paragraph (a) of the basic clause:

(a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before [Insert date this clause was included in contract], in conjunction with the management and operation of [Insert name of facility], shall be deemed incurred under Contract No. [Insert number of prior contract].

Alternate II (DEC 2000). As prescribed in 970.3170 (b), add the following paragraph (c) to the basic clause in contracts with management and operating contractors not previously working at that particular site or facility:

(c) The Contractor has the duty to inspect the facilities and sites and timely identify to the Contracting Officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The Contractor has the responsibility to take corrective action, as directed by the Contracting Officer and as required elsewhere in this contract.

1-26 DEAR 970.5232-2 Payments and Advances (OCT 2021) Alternate II **(OCT 2021) Alternate IV (DEC 2000) (NNSA CLASS DEVIATION FEB 2022)**
(REPLACED 0148)

(a) *Payment of Total available fee: Base Fee, Fixed Fee, and Performance Fee.*

(1) The base fee and/or fixed fee amounts, if any, are payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned. Base fee and fixed fee amounts and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such

fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee or fixed fee amounts or total available fee amount earned payments may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.

(2) *Provisional fee.* Additionally, if the Contracting Officer authorizes provisional payment of fee and for only as long as the Contracting Officer authorizes it, the Contractor may withdraw from funds advanced on the last working day of each month a provisional fee equal to zero (0) percent of the annual available award fee amount. The Contracting Officer may for any reason withdraw his/her authorization allowing the Contractor's withdrawal of provisional fee if at any time in his/her judgement the Contractor will not earn the provisional fee. The Contracting Officer's decision to authorize the Contractor's withdrawal of provisional fee or to withdraw such authorization is solely within the Contracting Officer's discretion. Following the Government's determination of total available fee amount earned, the Contractor may withdraw from funds advanced the amount by which earned fee exceeds provisional fee; and must immediately return to funds advanced the amount by which provisional fee exceeds earned fee.

(b) *Payments on account of allowable costs.* The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds.

(c) *Timing of payments.* Funds for payments of allowable costs, including payments for pension plan contributions, shall be drawn from the special financial institution account when those payments are made, not when the costs are accrued.

(d) *Special financial institution account-use.* All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix. The contractor will follow current procedures and requirements for establishing and managing the special financial institution account that are stated in the Department's Financial Management Handbook and relevant Department of Treasury rules.

(e) *Use of the special financial institution account for unallowable costs.* Government funds in the special financial institution account shall be used only

for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer.

(f) *Title to funds advanced.* Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

(g) *Financial settlement.* The Government shall promptly pay to the Contractor the unpaid balance of allowable costs and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after-

(1) Compliance by the Contractor with DOE/NNSA's patent clearance requirements; and

(2) The furnishing by the Contractor of-

(i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;

(ii) A closing financial statement which shall also include a schedule reconciling the allowable costs by fiscal year to the payments made by fiscal year;

(iii) The accounting for Government-owned property required by the clause entitled "Property"; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions-

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third

parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause, 48 CFR 970.5228-1, "Insurance- Litigation and Claims");

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the Contractor under this clause, there shall be deducted-

(i) Any claim which the Government may have against the Contractor in connection with this contract; and

(ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(h) *Claims.* Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(i) *Discounts.* The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.

(j) *Collections.* All collections accruing to the Contractor in connection with the

work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

(k) Direct payment of charges. The Government reserves the right, upon 10 days' written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor.

(1) *Determining allowable costs.* Regardless of contract type, the Contracting Officer shall determine allowable costs in accordance with 48 CFR 31.2 and 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

(End of clause)

1-27 DEAR 970.5244-1 Contractor purchasing system (OCT 2021) (NNSA CLASS DEVIATION FEB 2022) (REPLACED 0148)

(a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation appropriate to the value of the purchase and adequate to establish the propriety of the transaction and the price paid. The Contractor's obligations include, among other things, retaining documentation to justify the cost on any flexibly priced subcontract or any subcontract with a flexibly priced element. DOE reserves the right at any time to require that the Contractor submit for approval any or all subcontracts or purchases under this contract. The Contractor shall not purchase any item or service expressly prohibited by the written direction of DOE, and shall use any special and directed sources expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the Contractor's purchasing function, including the Contractor's compliance with its approved system and methods and the Contractor's management of the function. Such appraisals shall be performed against the criteria and measures set forth in 48 CFR subpart 44.3. The Contractor's approved purchasing system and methods shall include the requirements set

forth in paragraphs (b) through (y) of this clause.

(b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of 48 CFR subpart 970.41.

(c) *Acquisition of real property.* Real estate or real property interests shall be acquired in accordance with 48 CFR subpart 917.74.

(d) *Advance notice of proposed subcontract awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) *Audit of subcontractors.*

(1) The Contractor shall provide for-

(i) Periodic post-award audit--or a sufficient amount of audit work (the Contracting Officer agrees is sufficient) to provide reasonable assurance that all claimed subcontract costs are allowable for: flexibly priced subcontracts at all tiers; and the flexibly priced elements in any subcontracts at all tiers ("flexibly priced" subcontracts and elements include Cost-Reimbursement subcontracts, Time-and-Materials subcontracts, cost-reimbursement elements in Fixed-Priced contracts, etc.); and

(ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.

(2) Responsibility for determining the allowability of costs under each cost-reimbursement subcontract remains with the Contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely joint involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability. In no case, however, shall the Contractor's subcontract audit arrangements preclude the Contracting Officer's determination of the allowability or unallowability of the subcontract costs the Contractor claims for reimbursement.

(3) Where audits of subcontractors at any tier are required, the Contractor shall consult with the Cognizant Contract Auditor to determine if the auditor is already planning to audit the subcontract. If not already planned, the Contractor shall consult with the DOE Contracting Officer on the best approach for obtaining an audit; this may involve employing external auditors. The Contractor shall interact with the cognizant Federal agency in a manner appropriate to the magnitude and nature of the subcontracted work. In no case, however, shall subcontractor

auditing arrangements preclude determination by the Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.

(4) Allowable costs for cost-reimbursement subcontracts are to be determined in accordance with the cost principles of 48 CFR part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).

(f) *Bonds and insurance.*

(1) The Contractor shall require performance bonds in amounts as set forth in 48 CFR 28.102-2(b) for all fixed-priced and unit-priced construction subcontracts in excess of $150,000. The Contractor shall consider the use of performance bonds in fixed-price non- construction subcontracts, where appropriate.

(2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of $150,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The amounts shall be determined in accordance with 48 CFR 28.102-2(b).

(3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than $35,000, but not greater than $150,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-l(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.

(4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) *Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of $500,000 require the prior concurrence of the Head of Contracting Activity. If, however,

the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at $500,000 or less.

(h) *Construction and architect-engineer subcontracts.*

(1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted that is expected to exceed the simplified acquisition threshold.

(2) *Prevention of conflict of interest.*

(i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

(ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.

(iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The Contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) *Contractor-affiliated sources.* Equipment, materials, supplies, or services from a contractor- affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) *Contractor-subcontractor relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.

(k) *Government property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property.

(1) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Head of the Contracting Activity, in consultation with the local legal counsel.

(m) *Leasing of motor vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.

(n) *Management, acquisition and use of information resources.* Requirements for information technology and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders, statutes, and regulations.

(o) *Priorities, allocations and allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(p) *Purchase of special items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71 Federal Management Regulation (41 CFR chapter 102), the Federal Property Management Regulation (41 CFR chapter 101), and the following:

(1) Motor vehicles-48 CFR 908.7101
(2) Aircraft-48 CFR 908.7102
(3) Security Cabinets-48 CFR 908.7106
(4) Alcohol-48 CFR 908.7107
(5) Helium-48 CFR subpart 8.5
(6) Fuels and packaged petroleum products-48 CFR 908.7109
(7) Coal-48 CFR 908.7110
(8) Arms and Ammunition-48 CFR 908.7111
(9) Heavy Water-48 CFR 908.7121(a)
(10) Precious Metals-48 CFR 908.7121(b)
(11) Lithium-48 CFR 908.7121(c)
(12) Products and services of the blind and severely handicapped-41 CFR 101-26.701
(13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702

(q) *Purchase versus lease determinations.* The Contractor shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made-

(1) At time of original acquisition;
(2) When lease renewals are being considered; and

(3) At other times as circumstances warrant.

(r) *Quality assurance.* The Contractor shall include appropriate clauses in subcontracts related to quality assurance requirements that provide no less protection for the Government, as that required of the Contractor in the prime contract.

(s) *Setoff of assigned subcontractor proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(t) *Strategic and critical materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.

(u) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.

(v) *Unclassified controlled nuclear information.* Subcontracts involving unclassified controlled nuclear information shall be treated in accordance with 10 CFR part 1017.

(w) *Subcontract flowdown requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:

(1) Wage rate requirements (construction), formerly known as Davis-Bacon, clauses prescribed in 48 CFR 22.407.

(2) Foreign Travel clause prescribed in 48 CFR 952.247-70.

(3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).

(4) Service Contract Labor Standards, formerly known as Service Contract Act clauses prescribed in 48 CFR 22.1006.

(5) State and local taxes clause prescribed in 48 CFR 970.2904-1.

(6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1.

(7) Displaced Employee Hiring Preference clause prescribed in 48 CFR 926.7104.

(8) Service Contract Reporting clause prescribed in 48 CFR 4.1705.

(9) Contract Work Hours and Safety Standards -Overtime Compensation as prescribed in 48 CFR 22.305.

(10) Paid Sick leave under Executive Order 13706 as prescribed in 48 CFR 22.2110.

(11) Collective Bargaining Agreements Management and Operating Contracts as prescribed in 48 CFR 970.2201-1-3.

(12) Workplace Substance Abuse Programs at DOE Sites as prescribed in 48 CFR 970.2305-4.

(x) *Legal services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719.

(End of clause)

1-28 DEAR 970.5245-1 PROPERTY (AUG 2016)

(a) *Furnishing of Government property.* The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) *Title to property.* Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition ofrejected items as the Contracting Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government

property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(c) *Identification.* To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.

(d) *Disposition.* The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Contracting Officer may direct during the progress of the work or upon completion or termination of this contract. The Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all government property which had come into the possession or custody of the Contractor under this contract.

(e) *Protection of government property-management of high-risk property and classified materials.* (1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable Regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

(f) *Risk of loss of Government property.* (l)(i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following-

(A) Willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

(B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or

(C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i) (1) of this clause.

(ii) If, after an initial review of the facts, the Contracting Officer informs the Contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.

(2) In the event that the Contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(l) of this clause, the Contractor's compensation to the Government shall be determined as follows:

(i) For damaged property, the compensation shall be the cost ofrepairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage ofrisks ofloss referred to in paragraph (f) (1) of this clause is not allowable.

(g) *Steps to be taken in event of loss.* In the event of any damage, destruction, or loss to Government property in the possession or custody of the Contractor with a value above the threshold set out in the Contractor's approved property management system, the Contractor -

(1) Shall immediately inform the Contracting Officer of the occasion and extent thereof,

(2) Shall take all reasonable steps to protect the property remaining, and

(3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the Contracting Officer. The Contractor shall take no action

prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) *Government property for Government use only.* Government property shall be used only for the performance of this contract.

(i) *Property Management-(!) Property Management System.* (i) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor's property management system shall be submitted to the Contracting Officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for-

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;

(B) [Reserved]

(C) Full integration with the Contractor's other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.

(iii) Approval of the Contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i) (2) of this clause.

(2) *Property Inventory.* (i) Unless otherwise directed by the Contracting Officer, the Contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.

(ii) If the Contractor is succeeding another contractor in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

G) The term "contractor's managerial personnel" as used in this clause means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business; or

(2) All or substantially all of the Contractor's operations at any one facility or separate location to which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract; or

(4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract; or

(5) A separate and discrete major task or operation in connection with the performance of this contract.

(k) The Contractor shall include this clause in all cost reimbursable subcontracts.

Alternate I (DEC 2000). As prescribed in 970.4501-1(b), when the award is to a nonprofit contractor, replace paragraph (j) of the basic clause with the following paragraph (j):

(j) The term "contractor's managerial personnel" as used in this clause means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of-

(1) The Contractor's business; or

(2) The Contractor's operations at any one facility or separate location at which this contract is being performed; or

(3) The Contractor's Government property system and/or a Major System Project as defined in DOE Order 413.3B or successor version (Version in effect on effective date of contract).

1-29 FAR 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984), ALTERNATE I (APR 1984) (ADDED 0008)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against --

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage

(1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and

(2) is not compensated for by insurance or otherwise.

Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for --

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to

subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall --

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are --

(1) Excepted from the release required under this contract's clause relating to allowable cost; and

(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

1-30 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (ADDED 0043, REPLACED 0147)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications *(i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting

through its information system.

1-31 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS, (MAR 2023) (ADDED 0093, REPLACED 0147, 0184)

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

1-32 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (ADDED 0093; REPLACED 0103, 0124, 0147, 0184,0250)

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

Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a

performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(xii) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

1-33 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (ADDED 0121)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or

subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

1-34 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) (AUGUST 2021 DEVIATION) (ADDED 0127)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the Contracting Officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.

(c)

(1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 48 CFR 52.227-1, without Alternate I, but suitably modified to identify the parties, in all subcontracts expected to exceed the simplified acquisition threshold at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.

(2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed the simplified acquisition threshold.

(3) Omission of an authorization and consent clause from any subcontract, including those valued less than the simplified acquisition threshold does not affect this authorization and consent.

1-35 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (AUGUST 2021 DEVIATION) (ADDED 0127)

(a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed the simplified acquisition threshold.

1-36 [RESERVED] (REMOVED 0184)

1-37 FAR 52.242-4 Certification of Final Indirect Costs (Jan 1997) (ADDED 0148)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of clause)

1-38 DEAR 970.5203-1 MANAGEMENT CONTROLS (OCT 2021) (ADDED 0148)

(a) The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by contractor management to reasonably ensure that:

(1) Mission and functions assigned to the contractor are properly executed;

(2) Systems and controls employed by the contractor are documented and satisfactory to DOE;

(3) All levels of management are accountable for effective management systems and internal controls within their areas of assigned responsibility;

(4) Provide reasonable assurance that Government resources are safeguarded against theft, fraud, waste, and unauthorized use;

(5) Promote work and worker safety;

(6) Promote efficient and effective operations including consideration of outsourcing of functions;

(7) Reduce or eliminate operational risks to Government facilities;

(8) All obligations and costs incurred are allowable in accordance with the intended purposes and the terms and conditions of the contract;

(9) All revenues, expenditures, transactions and assets are properly record, manage, and report;

(10) Financial, statistical and other necessary reports are maintained in an accurate, reliable, and timely manner, with proper accountability and management controls;

(11) Systems are periodically reviewed to provide reasonable assurance that the objectives of the systems are being accomplished and that its controls are working effectively

(12) Such systems shall be an integral part of the Contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility;

(13) The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection; and

(b) The Contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

(End of clause)

1-39 DEAR 970.5216-7 ALLOWABLE COST AND PAYMENT (OCT 2021) (NNSA CLASS DEVIATION FEB 2022) (ADDED 0148)

(a) Payment.

(1) The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances." The payments will only be for amounts determined to be allowable by the Contracting Officer in accordance with the: Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract; the Department of Energy Acquisition Regulation subpart 970.31 in effect on the date of this contract; and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs.

(1) The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances." The payments will only be for allowable costs. For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government (the Government will make payments to the Contractor per DEAR 970.5232-

2, "Payments and advances");

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Indirect costs paid in accordance with the same provisions as required for direct costs as described within this section.

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until paid in accordance with DEAR 970.5232-2 Payments and Advances (OCT 2021) Alternate II (OCT 2021) Alternate IV (DEC 2000) (NNSA CLASS DEVIATION FEB 2022) paragraph (b).

(3) Notwithstanding the audit and adjustment of invoices, payments, or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances."

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) or to an authorized representative within the 6- month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the contract auditor's results.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool amount, base amount, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts). **(B-1)** Laboratory/Plant Directed Research & Development (LDRD or PDRD) expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Intermediate indirect cost pools.* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) RESERVED.

(G) Reconciliation of books of account *(i.e.,* General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract, or by a lower level of detail (e.g. Budget & Reporting (B&R) code) if required by the contracting officer, and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed at the same level of detail as provided in Schedule H.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor's name, address, and point of contact information). The schedule should also contain a sufficient level of detail to identify which line item(s) is related to enable a reconciliation of actual subcontract costs incurred from Schedule J to those claimed on Schedule H (i.e. B&R level).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(0) Contract closing information for contracts and SPPs physically completed in this fiscal year (include contract and SPP number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel including Executive Compensation Form. See 31.205-6(p). Additional salary reference information is available at https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf and https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, *etc.).*

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be

performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre- contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the cost incurred to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates. The Contracting Officer shall advise the contractor if additional adjustments or repayments are necessary.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed- upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion

invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Forward pricing rates.* Until final annual indirect cost rates are established for any period, the contractor shall use the forward pricing rates established by the Contracting Officer or by an authorized representative, subject to adjustment when the final rates are established. These forward pricing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices, payments, vouchers, or statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

The Government will make final payment to the Contractor per DEAR 970.5232-2, "Payments and Advances."

(End of clause)

1-40 DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (OCT 2021) (NNSA CLASS DEVIATION NOV 2021) (ADDED 0148)

(a) *Accounts.* The Contractor shall maintain a single financial management system with separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) *Inspection and audit of accounts and records.* All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of the clause, Access to and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.

(c) *Audit of subcontractors' incurred costs.* If the subcontractor's incurred costs are a factor in determining the amount the Contractor pays the subcontractor and submits to the Government for reimbursement, the Contractor shall: perform a sufficient amount of audit work (that the Contracting Officer agrees is sufficient) of its subcontractor's incurred costs to provide reasonable assurance the costs are allowable; or arrange for an audit by the cognizant government audit agency through the Contracting Officer of its subcontractor's incurred costs.

(d) *Disposition of records.* Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of the clause 970.5204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

(e) *Reports.* The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

(f) *Inspections.* The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) *Subcontracts.* The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) *Comptroller General.*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's or subcontractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

(i) *Internal audit.* The Contractor agrees to design and maintain an internal audit plan and an internal audit organization.

(1) Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe-

(i) The internal audit organization's placement within the Contractor's organization and its reporting requirements;

(ii) The audit organization's size and the experience and educational standards of its staff;

(iii) The audit organization's relationship to the corporate entities of the Contractor;

(iv) The standards to be used in conducting the internal audits;

(v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;

(vi) The intended use of external audit resources;

(vii) The plan for audit of subcontracts, both pre-award and post-award; and

(viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.

(2) By each January 31 of the contract performance period, the Contractor must submit an annual audit report to the Contracting Officer, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.

(3) By each June 30 of the contract performance period, the Contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.

(4) The Contracting Officer may require revisions to documents submitted under paragraphs (i)(l), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.

(j) *Remedies.* If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the Contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: Impose a penalty under 48 CFR 52.242-3, Penalties for Unallowable Costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

(End of clause)

1-41 DEAR 970.5232-7 FINANCIAL MANAGEMENT SYSTEM (OCT 2021) (ADDED 0148)

(a) The Contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements. In addition, the Contractor shall maintain and administer a financial management system that is in accordance with Generally Accepted Accounting Principles (GAAP) for Federal entities, as defined by the Federal Accounting Standards Advisory Board and implemented by the DOE Financial Management Handbook and other implementing policies. The financial system will also permit the proper allocation of costs to separately funded activities consistent with Cost Accounting Standards (CAS), as defined by 48 CFR 9900 and any implementing DOE policies, and ensures that accountability for the assets can be maintained.

(b) The Contractor shall submit to the Contracting Officer for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The Contractor shall notify DOE 30 days in advance of any planned implementation of any substantial changes to the plan and, as requested by the Contracting Officer, shall submit any such changes to the Contracting Officer for written approval before implementation.

(End of clause)

1-42 DEAR 970.5232-8 INTEGRATED ACCOUNTING (OCT 2021) (ADDED 0148)

Integrated accounting procedures are required for use under this contract. The Contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of corresponding accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's primary accounting system for reporting financial activity under this contract in accordance with requirements imposed by the Contracting Officer pursuant to the Laws, Regulations, and DOE Directives clause of this contract.

(End of clause)

I-43 FAR 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) [(DEVIATION FEB 2025)] (Added 0258)

(a) *Definitions*. As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed,

in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock.
The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) ~~(7 CFR 3201.2~~**[7 CFR 4270.2]**).
USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—
(1) That are listed by USDA in a procurement guideline ~~(7 CFR part 3201, subpart B)~~ **available at *https://www.biopreferred.gov/resources/categories.html***; and
(2) For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov* **[or 7 CFR part 4270]**).
(b) The Contractor shall report to *https://www.sam.gov*, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(c) Submit this report no later than—
(1) October 31 of each year during contract performance; and
(2) At the end of contract performance.

(End of clause)

I-44 FAR 52.223-10 Waste Reduction Program (MAY 2024) [(DEVIATION FEB 2025)] (Added 0258)

(a) *Definitions.* As used in this clause—
Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) ~~Consistent with the requirements of section 207 of Executive Order 14057, the~~**[The]** Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

(End of clause)

SECTION J: List of Appendices

Appendix A - Statement of Work (SOW) *(Modified 0008, 0010, 0018, 0026, 0043, 0050, 0063, 0057, 0103)*

Appendix B - List of Applicable Directives *(Replaced 0008, 0018, 0026, 0032, 0043, 0050, 0072, 0057, 0082, 0085, 0093, 0097, 0100, 0121, 0127, 0128, 0131, 0147, 0166, 0176;0180, 0184;0192, 0200; 0063, 0212, 0222, 0232, 0240,0250)*

Appendix C - Personnel Appendix *(Modified 0043, 0063, 0057, 0121, 0180; Replaced 0032, 0192, 0222,0271)*

Appendix D - Key Personnel *(Replaced 0069, 0073, 0082, 0097, 0124, 0147, 0184, 0222,0240,0255,0271,0282,0286)*

Appendix E - Small Business Subcontracting Plan (*Replaced 0026, 0043, 0073, 0103, 0131, 0147, 0166, 0200, 0234,0250,0277)*

Appendix F – Reserved (*Mod 0244*)

Appendix G - Special Financial Agreement *(Added 0008,0271)*

Appendix H - ITER Agreement (0271)

Appendix I - Performance Guarantee

Appendix J - Transition Plan *(Modified 008)*

Appendix K - Program Management and Cost Reports *(Replaced 0043)*

Appendix L - Performance Evaluation Management Plan *(Added 0026, Modified 0057, 0072, 0098, 0180; Replaced 0124,0192,0222,0229,0246,0249,0277)*

Appendix M - Wage Determinations for Bernalillo County (NM20220044) and Alameda County (CA20220018) *(Added Mod 0147,0215,0228)*

Appendix N - SubCLIN 0003AA, Statement of Work/Terms and Conditions *(Added Mod 0269)*

SECTION J, APPENDIX A: STATEMENT OF WORK

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CHAPTER I: Background, Objectives, and Requirements

1.0 THE NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA) MISSION

NNSA is responsible for the management and security of the nation's nuclear weapons, nuclear nonproliferation, and naval reactor programs. It also responds to nuclear and radiological emergencies in the United States and abroad. Additionally, NNSA federal agents provide safe and secure transportation of nuclear weapons and components and special nuclear materials along with other missions supporting national security. NNSA was established by Congress per the NNSA Act (Title XXXII of the National Defense Authorization Act for Fiscal Year 2000, Public Law 106-65) as a semiautonomous element within the Department of Energy (DOE).

2.0 MANAGEMENT & OPERATIONS

The NNSA's nuclear security enterprise spans eight sites, including three national laboratories, four plants, and the NNSS. Each site's technical expertise enables NNSA to accomplish its work across NNSA's four mission areas.

NNSA relies on Management and Operating (M&O) Contractors to manage day-to-day site operations of its laboratories, production plants, and other facilities in the National Security Enterprise (NSE) in compliance with legal requirements and DOE/NNSA policies. Sandia National Laboratories (SNL) (herein referred to as "SNL", "the Laboratory" or "the Laboratories") is operated under an M&O contract, as defined in Federal Acquisition Regulation (FAR) 17.6. SNL is also a multi-program DOE/NNSA Federally Funded Research and Development Center (FFRDC), as defined in FAR 35.017, whose primary mission is to function as a nuclear weapons research, development and engineering laboratory.

NNSA establishes the work to be accomplished by the Contractor and will provide program and performance direction regarding what NNSA wants in each of its programs. The Contractor is accountable for assuring safe, secure, effective, and efficient operations, and providing directed deliverables in accordance with the terms and conditions of this Contract.

NNSA's M&O Contractors implement NNSA's all-encompassing Stockpile Stewardship Program managed by Defense Programs that includes operations associated with research, development, qualification, and certification efforts as well as surveillance, assessment, maintenance, refurbishment, manufacture and dismantlement of the nuclear weapons stockpile. In addition, there is work managed by the Laboratories that is performed for other sponsors within the DOE, NNSA, Department of Defense (DoD), Department of Homeland Security, and other government agencies, and private industry.

3.0 REQUIREMENTS *(MODIFIED 0026)*

The Contractor shall, with the highest degree of vision, quality, integrity, efficiency, and technical excellence, maintain a strong, multi-disciplinary scientific and engineering capability and technical depth that is responsive to scientific issues of national importance in addition to national security responsibilities, including broadly based programs in such areas as the environment, national infrastructure, health, energy, economic and industrial competitiveness, and science education to achieve the mission.

Assigned missions and requirements are dynamic; therefore, this SOW is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the Laboratories. This SOW does not represent a commitment to, or imply funding for, specific projects or programs. NNSA projects and programs, or other work sponsors, will be authorized individually by NNSA in accordance with the terms and conditions of this Contract.

This Contract is for the management, operation, and staffing of SNL to accomplish the missions assigned by the NNSA to the Laboratories; to achieve Presidential and Congressional directives; to fully support the Nuclear Posture Review; to enhance and promote cooperation, integration, and interdependency that will result in improvements in the performance of the NSE as a whole; to perform the Laboratory's role as the lead system integrator for the nuclear weapons program; and to provide cross-site coordination with NNSA's other NSE elements for program and project management.

Work under this Contract shall be conducted in a manner that will protect the environment; assure the safety and health of employees and the public; safeguard classified information and hardware; and protect special nuclear material. In performing work under this Contract, the Contractor shall assure and maintain the following:

(i) An effective and integrated quality assurance program;
(ii) A certified Earned Value Management System (EVMS) compliant with ANSI/EIA- 748C for Capital Asset Projects and a tailored EVMS compliant with ANSI/EIA- 748C for Nuclear Weapons activities, as approved by the Contracting Officer (see below);
(iii) Integrated, resource-loaded plans and schedules utilizing software that is compatible with NNSA and other NNSA Contractors to achieve program objectives, incorporating input from NNSA, DOE and stakeholders;
(iv) Technical depth to manage activities and projects throughout the lifecycle of a program;
(v) Appropriate technologies to reduce costs and improve performance;
(vi) A system of management and business internal controls to assure the safeguarding of government funds and assets; Reporting of monthly costs for *Weapon Activities* funded programs and projects in accordance with the NNSA Defense Programs Work Breakdown Structure (WBS); and
(vii) Management and maintenance of Government-owned facilities to accomplish assigned missions.

The Contractor shall submit to the Contracting Officer for approval an approach for implementing a certified EVMS compliant with ANSI/EIA-748C for Capital Asset Projects in accordance with the DOE Order 413.3B, or its successor. The Contractor shall also submit to the Contracting Officer for approval an approach for a tailored EVMS compliant with ANSI/EIA-748C on Nuclear Weapons activities. The tailored EVMS will be commensurate with program scope, complexity, and risk, and implemented for tracking performance, cost effectiveness of work activities, and increased transparency. All Weapon Activities funded programs and projects will follow the NNSA Defense Programs Work Breakdown Structure (WBS).

The Contractor shall engage in strategic and institutional planning necessary to ensure that the Contractor maintains a posture aimed at anticipating national needs and that is dedicated to

providing practical solutions. The Contractor shall also study and explore innovative concepts to minimize or mitigate possible national security threats, current and future. The Contractor shall carry out these plans consistent with NNSA guidance and strategic planning material to assure uniformity with DOE and NNSA missions and goals.

The activities in the statement of work (SOW) are in support of scientific and technical programs sponsored by major NNSA and DOE organizations. Primary NNSA and DOE sponsors include:

(i) Defense Programs
(ii) Defense Nuclear Nonproliferation
(iii) National Incident Response
(iv) Safety, Infrastructure, and Operations
(v) Defense Nuclear Security
(vi) Environmental Management
(vii) Science
(viii) Nuclear Energy
(ix) Energy Efficiency and Renewable Energy
(x) Fossil Energy
(xi) Counter-terrorism and Counter-proliferation

Additionally, the Contractor will pursue other DOE and non-DOE science and technology initiatives that enhance NNSA missions and utilize the Laboratory's core competencies in nuclear weapons science and technology, earth and environmental science, materials, plasmas and beams, pulsed power, complex experimentation and measurements, theory, modeling, high-performance computing, and analysis and assessment.

4.0 LOCATION OF PERFORMANCE

The following are the primary sites where work is performed. The Government may relocate or reassign to other locations.

4.1 Sandia National Laboratories New Mexico (SNL/NM)

Located in Albuquerque, New Mexico, this site is a multi-program engineering and science laboratory supporting the nuclear weapons stockpile program, energy and environmental research, non-proliferation of weapons of mass destruction, developing technologies and strategies for responding to emerging threats, micro-and nano-technologies, and basic science and engineering research.

4.2 Sandia National Laboratories California (SNL/CA)

Located in Livermore, California, this site is a multi-program engineering and science laboratory supporting the nuclear weapons stockpile program, energy and environmental research, homeland security, micro-and nano-technologies, and basic science and engineering research.

4.3 Weapons Evaluation Test Laboratory (WETL)

Located at the Pantex Plant (Pantex) in Amarillo, Texas, this site is a low hazard, non-nuclear facility owned by the DOE/NNSA, and operated under this Contract. SNL funds

costs related to equipment, operations, and maintenance of office space. This site is responsible for the testing of weapon systems for the Stockpile Evaluation Program.

4.4 Tonopah Test Range (TTR)

Located in the desert of Nevada, this site conducts operations in support of the DOE/NNSA's Weapon Ordnance and Stockpile Evaluation Program. Activities involve research and development (R&D), testing of weapon components, and delivery systems. Many of these activities require a remote testing range with a long flight corridor for air drops and rocket launches. Other activities include explosive tests and gun firings.

4.5 Kauai Test Facility (KTF)

Located in Kauai, Hawaii at the north end of the United States Navy's Pacific Missile Range Facility (PMRF), this site is a rocket preparation, launching, and tracking facility for DOE/NNSA, and also provides support to other U.S. military agencies. KTF exists as a facility within the boundaries of the PMRF.

4.6 Tri Laboratory Office at Pantex

Located at Pantex in Amarillo, Texas, this site provides technical support for the design agency laboratories and Pantex. SNL funds costs related to equipment, operations, and maintenance of office space. The office is comprised of engineers from all three NNSA laboratories.

4.7 Other Locations

Work is also performed on a smaller scale at various secondary locations and is formally authorized under this contract.

CHAPTER II: Work Scope Structure

Below are three general work scope areas critical to the Laboratory's management and performance of the corresponding programs, projects, and processes: Science and Technology, Laboratory Operations, and Laboratory Management.

1.0 SCIENCE & TECHNOLOGY

In support of major DOE/NNSA sponsor organizations, the Contractor shall serve as a national resource in science, technology, and engineering, focused on national security, energy, and the environment, with special responsibility for nuclear weapons stockpile maintenance and stewardship. The Contractor shall use multidisciplinary capabilities and apply expertise to conduct research within the capabilities and approved operational analyses for the Laboratories.

1.1 Nuclear Weapons

The Contractor shall support the NNSA to ensure long-term safety, reliability, and security of the nation's nuclear weapons stockpile. This includes support for the current stockpile and support for transformation activities leading to a future stockpile and infrastructure. The Contractor shall meet the near-term scientific and technical demands of stockpile stewardship and maintenance while strengthening the long-term technical capability-based deterrent posture. The Contractor shall also support in the development of an overall strategic plan and execute the plan as it pertains to the SNL.

1.1.1 Stockpile Management & Stewardship

The Contractor shall support the science-based Stockpile Stewardship Program that underpins the technical basis for designing and certifying the safety, security, and reliability of all nuclear weapons in the U.S. stockpile. The Contractor shall conduct stockpile stewardship and maintenance activities for the Laboratories' assigned systems to include the following:

1.1.1.1 Certification of Stockpile

(i) Provide the NNSA laboratories Directors' annual assessment ofthe stockpile; and
(ii) Perform experiments, testing, analysis, and calculations in support of the annual assessment.

1.1.1.2 Stimulation Codes and Computational Resources

(i) Develop high-performance computing and computational simulations to validate and certify the safety, reliability, and performance of the weapon system in the absence of nuclear testing;
(ii) Support the design, development, and engineering stockpile lifecycle acquisition phases with modeling and simulation activities;
(iii) Conduct stockpile assessment of nuclear weapons components andthe

analysis of surveillance findings through the use computational resources; and

(iv) Perform core stockpile computing and participation in the Advanced Simulation and Computing (ASC) initiative to enable model and simulation based life cycle engineering.

1.1.1.3 Surveillance and Surety

(i) Conduct core stockpile surveillance on NNSA hardware to evaluate safety, security, and reliability of the stockpile. Surveillance shall be structured to detect defects and aging trends in order to determine their effect on safety, security, and reliability of the stockpile through assessments and calculations, laboratory testing, and full-scale flight tests;

(ii) Support joint DoD/NNSA weapons system surveillance testing through planning, full-scale flight testing, and post data analysis;

(iii) Establish technical requirements for disassembly and testing processes;

(iv) Provide technical support in developing and implementing processes, procedures, tooling, and test systems to perform surveillance;

(v) Develop and document specialized equipment and test systems for surveillance of components and systems;

(vi) Conduct a surety program to assess the safety, security, and control of nuclear warheads over the entire weapon's life cycle;

(vii) Develop capabilities to diagnose and predict age-related phenomena in the stockpile;

(viii) Document stockpile surveillance results and analyses on hardware designed by NNSA for inclusion in the overall weapon system assessments;

(ix) Prepare weapon reliability reports for nuclear weapons in the stockpile;

(x) Participate in the review and approval of disassembly and inspection processes and services for components and systems;

(xi) Provide formal requirements and approval for disassembly, inspection, and testing processes; and

(xii) Support for Nuclear Explosive Safety evaluations for the approval of nuclear explosive operations.

1.1.1.4 Scientific Capabilities, Experiments and Tests

(i) Improve the scientific basis for stockpile assessment through a balanced experimental and theoretical approach that includes developing new scientific tools and capabilities that address fundamental questions relating to the stockpile;

(ii) Participate in the Engineering, Inertial Confinement Fusion (ICF) Ignition and High Yield, ASC, and Readiness Campaigns, which are designed to re-establish, maintain, and enhance scientific, engineering, manufacturing and other capabilities needed for the production and assessment of weapon systems and components for current and future programs;

(iii) Support or conduct high hazard experiments at the Nevada National Security Site, consistent with U.S. policy, to improve knowledge of the properties of materials, components, and systems;
(iv) Develop pulsed power and inertial fusion ignition for stockpile application and other science and technology applications;
(v) Maintain nuclear underground test readiness according to defined national timelines;
(vi) Maintain a program to conduct laboratory and full-scale testing of nuclear weapons components and systems through the use of experiments and flight tests;
(vii) Maintain a capability to fabricate and test prototype components for design maturation of future designs and evaluation of current weapon systems; and
(viii) Maintain capabilities for qualifying systems and components to support assigned activities for current and future programs.

1.1.1.5 Production Support

The Contractor shall provide design requirements and technical support to the NNSA production plants and subcontractors for assigned nuclear and non-nuclear components and systems in order to support rate production, DoD deliverables, correct production issues, and to provide process improvements for hardware production at risk. These tasks include:

(i) Establish technical requirements for production, testing, and inspection processes;
(ii) Participate in the review and approval of production and inspection processes and services for components and systems.
(iii) Provide the requirements for, and documentation of, the formal approval of the production and inspection processes;
(iv) Develop and document acceptance equipment and test systems for product acceptance of components and systems;
(v) Provide expertise in specialized technologies to include components manufacturing and systems assembly, systems integration, transportation systems, information management, and development of specialized facility criteria;
(vi) Provide technical support to develop and implement processes, procedures, tooling, and test systems to perform production;
(vii) Conduct transportation technology development to ensure that base technology is available to support the design, test, fabrication, and certification of radioactive, energetic and hazardous material packaging for defense applications;
(viii) Provide technical requirements and expertise in support of safe storage and transportation of nuclear weapon components, systems, and special materials;
(ix) Provide weapon response for the hazard analysis and evaluation of changes in support of the operations at Pantex;
(x) Participate in the development of the Documented Safety Analysis to support safe operations at Pantex;

(xi) Support for Nuclear Explosive Safety evaluations for the approval of nuclear explosive operations; and
(xii) Support NNSA initiatives for development and deployment of advanced design and manufacturing processes for weapon components.

1.1.1.6 Deployment

(i) Provide technical specifications, engineering drawings, and engineering releases in support of corrective activities for the NNSA and DoD depots;
(ii) Provide technical specifications, engineering drawings and releases that direct system design and qualification, weapon component manufacturing, assembly, maintenance, dismantlement, and surveillance;
(iii) Perform life cycle management responsibilities in design, engineering development, system qualification, and component acceptance to support weapon alterations, modifications, refurbishments, and replacements for current and future systems; and
(iv) Contribute to the development of training requirements for deployment.

1.1.1.7 Dismantlement

(i) Provide expertise in weapons dismantlement and component disassembly including weapon component material characterization and material disposition processes;
(ii) Contribute to the development of training requirements for weapon dismantlement and disposition;
(iii) Provide technical support to develop and implement processes, procedures, tooling, and test systems to perform dismantlement;
(iv) Participate in review and approval of production and inspection processes for dismantlement at NNSA plants; and
(v) Provide the requirements for formal approval of the disassembly or dismantlement processes.

1.1.1.8 Other Support

(i) Provide technical support, and military liaison and training programs for the DoD in support of nuclear weapons in the stockpile;
(ii) Maintain and operate the Primary Standards Laboratory, which develops and maintains primary standards traceable to national standards, calibrates and certifies reference standards, and provides technical support including auditing those programs in support of the NNSA mission;
(iii) Serve as the lead to develop and maintain the set of Technical Business Practices, which establishes guidelines and requirements for weapons activities in the NSE;
(iv) Serve as lead to develop and maintain the following information technology systems that support nuclear weapons: Record of

Assembly, Integrated Project Scheduling System, Weapon Information System, Program Control Documents, and Master Nuclear Scheduling;

(v) Eliminate residue, minimize waste, and manage environmental and mixed-waste programs; and

(vi) Archive previously recorded nuclear weapons data for assessment of stockpile weapons systems, and improve models and codes.

1.1.2 Office of Research and Development

The Contractor shall develop R&D program plans in conjunction with, and approved by, NNSA for nuclear weapons R&D activities and perform nuclear weapons R&D in accordance with the program plans. The Contractor shall explore and document nuclear weapons technology and systems concepts, and perform and document feasibility studies and engineering development of nuclear weapons to meet NNSA and DoD mission requirements. The Contractor shall perform and document R&D to support the NNSA technology base, and conduct engineering that will assure nuclear competency, and effectively support the varied demands of nuclear weapon activities and enhance the ability to anticipate significant scientific or technological advances that impact national security. The Contractor shall provide R&D and engineering support related to international mutual defense agreements and in accordance with International Traffic in Arms Regulations (ITAR). The Contractor shall maintain state-of-the-art technologies and capabilities to support high-performance computing, modeling, and simulation; communications; experimentation; prototyping; testing and analysis; and information management.

1.1.2.1 Vendor Procurement and Manufacturing

The Contractor shall maintain facilities at the Laboratories to maintain assigned small-scale redundant production capabilities for critical NNSA hardware as risk mitigation for failure at other NNSA sites. The Contractor shall perform small quantity production for assigned components and related items used in the Nuclear Weapons Program, including associated product and process engineering for the production.

The Contractor shall manufacture nuclear weapon components and products as assigned (i.e., neutron generators and application specific integrated circuits [ASICs]), consistent with the production commitments of the Life Extension Programs. For the assigned nuclear weapon and weapon related products and services, the Contractor shall maintain a program for the management of subcontractors from which these products and services are purchased. This program shall:

(i) Provide a formal process to assess vendors/suppliers' abilities to supply products to all requirements, including technical and quality;

(ii) Provide formal inspections prior to start of production and periodic reviews at supplier locations during production based on risk and performance;

(iii) Provide a formal system that verifies the delivered products and services meet or exceed customer expectations;

(iv) Monitor suppliers to identify when significant changes in the supplier technical, manufacturing, management, and financial position occur in order to determine continued viability orcontract termination; and

(v) Maintain a corrective action system for subcontractors to identify root cause and verify effectiveness of corrective actions.

1.1.2.2 Pulsed Power

The Contractor shall conduct a Pulsed Power Program to support high energy density physics. This national effort depends on cooperation and collaboration with multiple NNSA Contractors and includes major experimental activities at the Z-Machine and other NNSA sites.

1.1.2.3 Transportation

The Contractor shall provide engineering, production support, and operational engineering support for the major elements of the NNSA Transportation Safeguards System (TSS). The Contractor shall perform prototype fabrication, testing, validation, and implementation of all upgrades associated with the TSS subsystems; tie down definitions and certification, mechanical maintenance support for NNSA transportation safeguards vehicles; and strategic planning support to NNSA for the entire TSS.

1.1.2.4 Tonopah Test Range

The Contractor shall maintain and operate the TTR to provide the capability to test and evaluate existing stockpile weapons and advanced concepts in a safe, secure, and reliable environment.

1.1.2.5 Supporting Technologies

The Contractor shall conduct R&D to include solid state physics, materials and processes, applied mechanics, computer science, microelectronics, applied mathematics, aerodynamics and flight mechanics, navigation, guidance and control, penetration technology, environmentally conscious manufacturing, and advanced manufacturing technologies and operations including robotics in support of the NNSA mission.

1.1.2.6 Long-Range Planning and Systems Integration

The Contractor shall perform independent research, trade-off studies, cost analyses, systems analyses, and other work as requested by NNSA, to include, but not limited to, defense systems integration functions to support NNSA in long-range planning and systems integration activities for the NNSA mission.

1.1.2.7 Systems Integration

The Contractor shall serve as lead for technical services for systems planning, support, scheduling, and integration for all current and future nuclear weapon

systems and other stockpile activities. As tasked through Work Authorizations, the Contractor shall provide direct programmatic and technical services for:

(i) Program planning, research, directed analysis, program documentation, integrated scheduling, resource planning, cost analysis, tracking and generation of reports with primary focuson the Life Extension Programs;

(ii) Stockpile analyses and support for weapons programs with upcoming Phase 6.x refurbishments, supporting program planning documentation, requirements development and management, and generation of final reports and briefings; and

(iii) Other program management tasks related to systems planning, support, scheduling, and integration for nuclear weaponssystems.

1.2 Defense Nuclear Nonproliferation

The Contractor shall develop and apply the scientific and technical expertise, and perform appropriate related contracting, financial management, analytical tasks and, when needed, participate in field teams and installations required to eliminate proliferation-sensitive materials and limit or prevent the spread of materials, technology, and expertise related to nuclear and radiological weapons and programs around the world.

1.2.1 Material Management and Minimization

The Contractor shall develop and apply the scientific and technical expertise, and perform appropriate related contracting, financial management, and analytical tasks required to minimize and, when possible, eliminate excess weapons-usable nuclear material, ensure sound management principles for domestic nuclear materials, and support peaceful uses of nuclear energy by making nuclear materials available for these purposes.

1.2.2 Global Material Security

The Contractor shall develop and apply the scientific and technical expertise and perform appropriate related contracting, financial management, and analytical tasks for advancing the global materials security mission and work with partners worldwide to build sustainable capacity to secure nuclear and radiological materials, and to interdict and investigate the trafficking of those materials.

1.2.3 Nonproliferation and Arms Control

The Contractor shall develop and apply the scientific and technical expertise, and perform appropriate related contracting, financial management, and analytical tasks required to strengthen the nonproliferation and arms control regimes by applying expertise to develop and implement programs and strategies to: strengthen international nuclear safeguards; control the spread of nuclear material, equipment, technology, and expertise; verify nuclear reductions and compliance with nonproliferation and arms control treaties and agreements; and develop

programs and strategies to address nonproliferation and arms control challenges and opportunities.

1.2.4 Defense Nuclear Nonproliferation Research and Development

The Contractor shall develop and apply the scientific and technical expertise, and perform appropriate related contracting, financial management, and analytical tasks required to develop effective technologies to detect nuclear weapons proliferation and nuclear detonations and support the monitoring and verification of foreign commitments to treaties and other international agreements and regimes

1.2.5 Nonproliferation, National Security and Verification Technology

The Contractor shall support the NNSA in nuclear counterterrorism response in the areas of containment, weapon expertise, weapons surety, environment, health and safety, and other areas requiring specialized training, expertise, planning and response to nuclear weapons.

1.2.6 National Atmospheric Release Advisory Center (NARAC)

The Contractor shall support operational and research activities for the NARAC. NARAC is the national capability for emergency response assistance following the release of radioactive or toxic materials into the atmosphere resulting from accidents at nuclear reactors or in nuclear weapons handling and transport, and industrial or transportation releases in the U.S.

1.3 Science Programs

The Contractor shall conduct research in the areas of materials sciences, chemistry, and geosciences, providing knowledge essential to defense, energy efficiency, industrial competitiveness, engineering sciences, atomic physics, computational sciences, biological sciences, nano-science, and other areas of national interest, including scientifically tailored materials and mathematics, and advancing the state of science for the benefit of DOE/NNSA.

1.4 Energy Technology

1.4.1 Transportation and Packaging

The Contractor shall conduct transportation technology development to ensure base technology is available to support NNSA in the design, test, fabrication, and certification of radioactive, energetic and hazardous material packaging for applications that are complementary with the NNSA's mission.

1.4.2 Magnetic Fusion

The Contractor shall maintain a technology base to support the design of components that will perform satisfactorily in fusion plasma environments in support of NNSA's mission.

1.4.3 Combustion Research

The Contractor shall conduct R&D to include combustion diagnostics, combustion chemistry, reacting flows, combustion modeling and high-temperature materials in support of NNSA's mission.

1.4.4 Nuclear Energy Research

The Contractor shall support reactor development initiatives focused on developing and implementing features and concepts that offer significant improvements in efficiency, maintenance, operability, nuclear reactor and power plant safety, security, reliability, economics, and longer operating life; and shall develop approaches for improving the reactor licensing process.

1.5 Environmental Technologies (*MODIFIED 0026)*

The Contractor shall apply scientific and engineering capabilities to facilitate the development of new technologies for timely, cost-effective, and comprehensive solutions for local, regional, and global environmental problems, and environmental resource problems. This includes, but is not limited to, waste management, environmental stewardship, support to the Waste Isolation Pilot Plant (WIPP), and environmental resource problems. Emphasis will be on new approaches to treatment, disposal, storage, and reduced generation of waste. Emphasis will also include the safety, security, reliability and sustainability of environmental resources, technologies, engineered systems, and public policies to produce, deliver and utilize the resources where needed.

1.5.1 Energy Efficiency and Renewable Energy

The Contractor shall provide research, design and manufacturing capabilities for solar electric technologies (solar thermal and photovoltaic), wind energy, geothermal energy systems, industrial and transportation applications, fossil energy programs, electric power systems, hydrogen power technologies and battery systems for utilities and transportation in support of NNSA's mission.

1.5.2 Yucca Mountain (*ADDED 0026)*

The contractor shall serve as the Lead Laboratory for nuclear waste repository systems in support of the Yucca Mountain Project, for the DOE. The contractor shall provide all necessary management and integration services supporting the post closure technical basis for licensing, and other licensing technical support as requested, with responsibility to obtain technical or scientific services from other national laboratories and contributors as may be deemed necessary by the contractor. The contractor shall promulgate programs and procedures for work on the geologic repository at Yucca Mountain, located in the State of Nevada, that conform to the requirements of 10 CFR Part 21 and any related Nuclear Regulatory Commission (NRC) guidance deemed to be applicable by DOE. Such programs and procedures shall be effective and implemented throughout the NRC's licensing process for the geologic repository at Yucca Mountain.

1.6 Computing, Modeling and Simulation

The Contractor shall maintain state of the art technologies and capabilities to support: high-performance computing, modeling, and simulation; communications; cyber-security; and information management. The Contractor shall participate in the Accelerated Strategic Computing Initiative, the Advanced Computational Technology Initiative, the Strategic Simulator Initiative, and other associated research on complex and large-scale national problems in computational science.

1.7 Department of Homeland Security Programs

The Contractor shall make available its personnel, capabilities and facilities to assist the Department of Homeland Security (DHS) in executing its mission pursuant to Public Law 107-296, Section 309, Utilization of Department of Energy National Laboratories and Sites in Support of Homeland Security Activities.

1.8 Strategic Partnership Projects (SPP) (Non-Department of Energy Funded Work)

The Contractor shall conduct Strategic Partnership Projects (SPP) for non-DOE entities and agencies, as approved by the Contracting Officer. All such work shall be consistent with and complementary to mission assigned to the Contractor by NNSA. Full cost recovery and cost transparency shall be maintained for SPP programs consistent with the Economy Act of 1932, Cost Accounting Standards, applicable DOE Orders, and shall be conducted in accordance with other applicable laws, regulations, and policies.

1.9 Laboratory-Directed Research and Development (LDRD)

The Contractor shall submit a LDRD Program Plan for NNSA approval to conduct a LDRD program that encourages multidisciplinary and multidivisional research on complex scientific and engineering problems and on individual basic and applied research projects to enhance the core capabilities and competencies required to fulfill the Laboratory's missions.

1.10 Industrial Partnerships and Technology Transfer Programs

The Contractor shall submit industrial partnerships and technology transfer programs/agreements to the CO for approval. The Contractor shall make available to private industry the unique capabilities of the Laboratories in order to enhance the industrial competitiveness and national security.

1.11 Safeguards & Security Technology Program

The Contractor shall support NNSA programs to develop technology and systems for protecting facilities and information, and safeguarding nuclear materials. This will include developing a technology base and systems concept for physical protection and accountability; providing technical support for improving international safeguards; and strengthening physical protection of NNSA facilities and nuclear materials.

2.0 LABORATORY AND SITE OPERATIONS

2.1 Safeguards and Security

The Contractor shall conduct a security program that fosters an institutionalized security conscious culture that performs work securely and assigns unambiguous roles, responsibilities, authorities, and accountability while integrating excellence in safeguards and security into all Laboratory activities.

2.2 Financial Management System

The Contractor shall maintain a financial management system that provides sound financial stewardship and public accountability. The overall system shall be suitable to collect, record, and report all financial activities and contain an effective internal control system for all expenditures. Furthermore, the Contractor shall support the DOE/NNSA Planning, Programming, Budgeting and Evaluation (PPBE) process by including a budgeting system for the formulation and execution of all resource requirements. The Contractor's financial systems shall support NNSA's systems and processes.

The Contractor shall maintain a transparent financial cost reporting system, at the task level and as defined by NNSA, to provide detailed and accurate cost reports for cost, scope, and accurate schedule estimating for mission and mission support functions performed under this Contract. The cost reports shall include labor costs, leave/hours not worked, staff augmentation, fringe, pension, legacy materials, services/subcontractors, direct service centers, other expenses, capital, labor category, and full-time equivalent (FTE) resource usage for all direct and indirect costs and utilize cost benefit analyses to determine the appropriate level of support functions and risks. The Contractor shall provide NNSA full transparency into all financial cost reporting systems and shall provide reports, as requested by the Contracting Officer, to allow NNSA visibility into program and cost management. The Contractor shall collaborate with the NNSA complex to identify and collect common productivity and labor cost data needed to seek complex-wide solutions, as requested by the Contracting Officer.

2.3 Work Authorization (WA) System

Specific work requirements under this Contract will typically be established annually and updated as needed by the Contracting Officer in accordance with the applicable DOE Orders and the Section I clause DEAR 970.5211-1, *Work Authorization*.

2.4 Information Technology (IT) and Cyber Security

The Contractor shall support NNSA's efforts to optimize the efficiency of the NSE by consolidating IT infrastructure/services and eliminating redundant systems, to increase efficiency through mobility and cloud computing, and to improve business processes to better integrate across sites. The Contractor must develop a single, integrated "to-be" vision that utilizes the best available technologies and management practices from both Government and commercial sources to improve and achieve performance excellence, including fiscal efficiency. Desktop and "back-office" computing capabilities shall be compatible with those used by NNSA. "Back-office" functions shall include, but are not limited to, payroll, finance, project management, and human resources.

In the area of cybersecurity, the Contractor shall ensure data confidentiality, integrity, and availability; and implement technology designs that provide effective network monitoring, limit an intruder's ability to traverse the network and mitigate new vulnerabilities in a timely manner. The Contractor shall develop enhanced information security protection tools for information systems, applications, and networks within both classified and unclassified environments; and ensure compliance with NNSA's defense-in-depth cybersecurity strategy.

All deliverables that involve information technology that use internet protocol (products, services, software, etc.) shall comply with Internet Protocol version 6 (IPv6) standards, the Homeland Security Presidential Directive-12 (HSPD-12), and interoperate with both IPv6 and IPV4 systems and products. If the Contractor plans to offer a deliverable that involve IT that is not initially compliant, the Contractor shall (1) obtain Contracting Officer's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 and HSPD-12 compatibility for all application and product features, and (3) have IPv6 technical support for fielded product management, development and implementation available.

Prior to using any Contractor or parent-owned software and systems where reimbursement is expected, the Contractor shall obtain the Contracting Officer's approval.

2.5 Intelligence/Counterintelligence Program

The Contractor shall conduct an ongoing and comprehensive effort to assess, detect and deter foreign intelligence and terrorist threats to the personnel, facilities, and technologies within the NNSA directed mission.

2.6 The Contractor Assurance System (CAS)

Contractor shall have and utilize a Contractor-designed system to manage performance consistent with Contract requirements, and shall be transparent to the Government. The CAS shall provide the Contractor and Government assurance that: the Contractor's policies and practices are meeting the requirements of the Contract; those policies and practices are being implemented throughout the Laboratories; and continual improvement through self-identification of deficiencies is occurring. The CAS shall be a primary tool used by Contractor management to: measure and improve performance; ensure that mission objectives and Contract requirements are met, to include individual Work Authorizations; ensure that workers, the public and the environment are protected; and ensure that operations, facilities, and business systems are efficiently and effectively operated and maintained. An effective CAS integrates Contractor management, supports corporate parent governance, and facilitates Government oversight systems. The Contractor is fully accountable for performing its own assessment of these areas. NNSA oversight shall not be relied upon by the Contractor in place of its CAS system, and does not affect the Contractor's accountability for performance. The CAS shall be approved and monitored by the Contractor's Parent Organization or Board of Directors. An effective working CAS will provide the Government the opportunity to reduce transactional oversight.

2.7 Integrated Safety Management, Integrated Safeguards and Security Management, Environmental Management System, and Quality Assurance Systems

The Contractor shall ensure that management systems such as Integrated Safety Management (ISM), Integrated Safeguards and Security Management (ISSM), Environmental Management System (EMS), and Quality Assurance Systems (QAS) are integrated into its operations and culture. Integration of management systems and performance of implementation shall be reflected in the CAS. The Contractor shall emphasize safety culture/safety conscious work environment through integrated management strategies. Positive and negative performance issues shall be routinely reviewed, in the aggregate at all management and organizational levels, to drive continuous improvement. Lessons learned from events shall include extent of condition reviews to reduce the probability of recurrence elsewhere at the site. The Contractor shall continuously assess and improve its QAS to include enhancements to management assessment, issue management, procedure quality/compliance, and effective metrics to monitor performance.

2.8 Environmental Permits and Applications (MODIFIED 0032)

In recognition of the Contractor's responsibility to operate in compliance with all applicable environmental requirements, the Contractor is responsible for signing environmental permits and applications as “operator” or “co-operator” of the Laboratories.

2.8.1 If bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by NNSA to be excessive or unreasonable, NNSA shall provide the regulatory agency with an acceptable form of financial responsibility.

2.8.2 The Contractor shall notify the Contracting Officer promptly when it receives service from the regulators of NOVs/NOAVs, fines, and penalties. Nothing stated above shall affect the Contractor’s right to challenge or contest the applicability or validity of such NOVs/NOAVs, fines, and penalties.

2.8.3 In the event of termination or expiration of this Contract, NNSA will require the new Contractor to accept transfer of all environmental permits executed by the previous Contractor.

2.8.4 When providing NNSA with documents that are to be signed or co-signed by NNSA, the Contractor shall accompany such document with a certification statement, signed by a Contractor Key Person for the subject matter, unless the applicable regulation or permit specifically allows certification by a different signatory, attesting to NNSA that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

2.9 Environmental Restoration and Waste Management (*MODIFIED 0010)*

The Contractor shall conduct compliant environmental restoration activities; characterize soil and groundwater and remediate contamination; provide management of waste necessary to support Laboratory missions including storage, treatment, and disposal of solid, hazardous, mixed, and radioactive wastes; decontaminate and decommission facilities and sites; and coordinate and implement waste minimization and pollution prevention initiatives. The Contractor shall pick-up and disposition NNSA's excess personal property currently located at NNSA Albuquerque Complex, Pennsylvania & H Street, Bldg. 397 (Warehouse) in accordance with all applicable federal regulations.

2.10 Laboratories Facilities

The Contractor shall manage Government-owned and Contractor-operated (GOCO) facilities to further national interests and to perform NNSA statutory missions. The Contractor shall perform overall integrated planning, acquisition, maintenance, operation, management and disposition of GOCO facilities, infrastructure, and real property used by the Laboratories in accordance with applicable terms and conditions of this contract. The Contractor shall provide a Preliminary Real Estate Plan (PREP) for all proposed real property actions for approval by NNSA. These facilities, infrastructure, and real property may also be made available, upon appropriate agreements, to private and public sector entities including universities, industry, and local, state, and other government agencies. The Contractor shall maintain sufficient facilities and plan new facilities to support the Stockpile Life Extension Program design, development, qualification, and certification. The Contractor shall ensure the allocation of Government-owned facilities include appropriate office space for the NNSA Field Office and other NNSA Programs as requested by the Contracting Officer.

2.11 Construction

The Contractor shall ensure the construction of facilities is safe, secure, reliable and cost effective. In doing so, the Contractor shall:

(i) Perform design, construction, and/or construction management activities for all projects as assigned;
(ii) Document project management requirements in accordance with DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets,* or its successor;
(iii) Cooperate, collaborate, and interface with other NNSA Contractors to maximize efficiencies;
(iv) Perform initial project development (for all projects regardless of dollar value), project management, design, and construction management activities in accordance with required DOE Orders; and
(v) Maintain project baselines, comply with required reporting, develop Documented Safety Analyses, define quality requirements, ensure National Environmental Policy Act compliance, provide quarterly reports to the NNSA for assigned projects, support external reviews, and meet other requirements as defined in the Contract and as directed by the Contracting Officer.

2.12 Training

The Contractor shall maintain training and educational services including general training activities, involving individual employee development, educational and professional advancement, required technical training, environment, safety and health training, safeguard and security training, and contract compliance training.

2.13 Purchasing Management

The Contractor shall have an NNSA-approved purchasing system to provide required purchasing support and subcontract administration.

2.14 Personal Property Management

The Contractor shall have and maintain an NNSA-approved personal property management system for acquisition, accountability, utilization, and disposal of Government personal property. The Contractor shall manage Government personal property in accordance with applicable regulations, directives, terms and conditions of this contract. The Contractors property management plan, manual, procedures and processes shall be reviewed by NNSA to ensure compliance with applicable requirements. The contractor shall not incorporate any industry leading practices or voluntary consensus standards that conflict with applicable requirements.

2.15 Emergency Management

The Contractor shall conduct an effective emergency management program that includes the following, but is not limited to:

(i) Emergency preparedness plans and procedures;
(ii) An occurrence notification and reporting system;
(iii) An effective "lessons learned" capture and dissemination process;
(iv) Operation of an Emergency Operations Center; and
(v) Emergency response capabilities for local, regional, and national missions to include a Radiological Assistance Program, an Accident Response Group, and a Nuclear Emergency Search Team.

2.16 Other Administrative Services

The Contractor shall perform the following, but is not limited to:

(i) Operate communications systems;
(ii) Operate transportation and traffic management services;
(iii) Maintain a list of all deliverables required to be submitted to NNSA;
(iv) Manage and operate a National Archives and Records Administration compliant records management system;
(v) Operate a system of records for individuals including those related to personnel radiation exposure information, medical, safety and health; and
(vi) Provide logistics support to the NNSA when approved by the Contracting Officer.

2.17 User Facilities

The Contractor shall manage all Laboratories User Facilities. User Facilities are a unique set of scientific research capabilities and resources whose primary function is to satisfy DOE/NNSA programmatic needs, while being accessible to outside users within the capabilities and approved operational and safety envelope. With approval of the Contracting Officer, the Contractor shall make available for use by the private sector the Laboratories' research facilities that are designated by NNSA as Technology Deployment Centers or User Facilities, which may consist of physical facilities, equipment, instrumentation, scientific expertise, and necessary operational personnel. These facilities are available to U.S. industry, universities, academia, other laboratories, state and local governments, and the scientific community in general.

2.18 Operating and Managing Nuclear Facilities

The Contractor shall have a safety management system that addresses nuclear safety requirements. The system shall also:

(i) Achieve an institutionalized nuclear safety conscious work environment that embraces Conduct of Operations and allows work to be performed safely;
(ii) Assign unambiguous roles, responsibilities, authorities, developing appropriate work controls and ensuring accountability for the performance of work in a manner that ensures protection of workers, the public, and the environment;
(iii) Integrate excellence in nuclear safety into all appropriate Laboratories activities;
(iv) Use a robust safety authorization basis process;
(v) Use system engineering and configuration management of structures, systems, and components important to safety;
(vi) Assure quality;
(vii) Stabilize and disposition nuclear materials; and
(viii) Startup and restart of nuclear facilities.

3.0 LABORATORIES MANAGEMENT

3.1 Accountability

The Contractor is responsible for the quality of its products and services. The Contractor is also responsible for assessing its operations, programs, projects and business systems, identifying deficiencies and implementing needed improvements. Where NNSA oversight has evaluated the Contractor's performance in meeting its obligations under this Contract, the Contractor is nonetheless accountable for performance. The Contractor is also responsible for improving and sustaining healthy communications with DOE/NNSA Senior Leadership, including the Sandia Field Office on issues and decisions, and demonstrating better partnering, particularly regarding stakeholder discussions and messaging.

3.2 Enterprise Success

The Contractor shall actively identity and participate with NNSA, and other NNSA Contractors, to evaluate, plan, develop, and implement strategic enterprise-wide initiatives that optimize mission and business operations across the NNSA. The goal of these initiatives is to increase the efficiency and cost effectiveness from a business and mission perspective, to include:

- Improved partnering collaborations with the National Security Laboratories to integrate more effectively and efficiently;
- Improved cost estimation practices for all Contractor work;
- Streamlined business operations and reduced operational costs enterprise-wide;
- Implementation of best practices enterprise-wide for efficient, safe, secure high-paced parallel nuclear operations;
- Improved risk-management practices, including risk-informed, mission supportive, cost-efficient, safety basis processes;
- More consistent work practices and operational processes;
- Better pricing, better products, more timely delivery;
- Reduced administrative costs and lead times for both the Contractor and the DOE/NNSA;
- Greater standardization and interchangeability of processes and priorities across the NSE; and
- Increased awards to small business entities.

NNSA expects these and other initiatives to result in a shift to an enterprise focus, based on the Contractor who possesses the most expertise and experience level within the NSE.

The Contractor shall cooperate with NNSA and NSE Contractors in identifying potential cross-NSE benefits to be derived from implementing common practices and goals across the NSE in the areas of mission workload and enterprise functional support.

3.3 Parent Organization(s) *(MODIFIED 0043)*

(i) The Contractor is encouraged to identify opportunities to use parent corporate systems and corporate home and branch office personnel for Laboratory operations for the purposes of monitoring Laboratories performance, assisting the Laboratories in meeting its mission and operational requirements, streamlining the Contractor's administrative and business systems, improving performance, and adapting private sector expertise to Laboratory issues.

(ii) The term "systems" means any discrete process, procedure, program, document, or instrument where cost of use under this Contract can be identified and quantified to the parent corporation.

(iii) The Contractor, prior to using any parent corporate systems or home and branch office personnel, where reimbursement is expected, shall submit a plan to the Contracting Officer for review and approval. In reviewing the

plan, the Contracting Officer will consider the extent to which each separate element of the plan is: more efficient in meeting mission and operational requirements: represents an overall cost savings to the Government; brings value-added expertise; assists the monitoring performance; and whether data is readily transferable to a successor Contractor.

(iv) The parent organization(s) shall establish an oversight entity,independent and autonomous from Laboratory management that shall support successful contract performance and shall identify opportunities for the parent organization(s) to engage with Laboratory management to address Laboratories performance issues. The parent organization shall discuss oversight mechanism results and initiatives with senior NNSA leadership each quarter.

(v) The parent organization(s) shall also establish an audit entity (e.g., audit committee), independent and autonomous from the Laboratories' management, that shall have oversight of financial reporting, risk management, internal control, ethics, compliance with laws and regulations and the laboratory code of conduct, and the internal audit and external audit and review processes. The audit entity shall be established consistent with best practices identified by the Institute of Internal Auditors (IIA) and The Sarbanes Oxley Act of 2002, Section 301.

(vi) The audit entity shall provide the Contracting Officer with annual reports of its activities. On an annual basis the audit entity shall brief the Contracting Officer, or other delegate, as to its perspective on the:

(1) Health of the Contractor's control environment;
(2) Effectiveness of corrective action plans resulting from audit and review findings;
(3) Significant financial and operational risk facing the organization; and
(4) Adequacy of the Contractor's internal audit activity and staffing.

3.4 Education Programs

The Contractor shall conduct a program of support for science, mathematics and engineering education at both the precollege and university levels. Subject to applicable contract terms, policies, laws, and regulations, this support may include: technical assistance; loans of scientific equipment; programs of "hands on" research experience for students, teachers and faculty members; a program of encouraging volunteerism and community service; and cooperative programs.

3.5 Privacy Act System of Records

The Contractor shall design, develop, and maintain a system of records on individuals to accomplish an agency function in accordance with Section I clause FAR 52.224-2, *Privacy Act*. The applicable systems of records are available in the Federal Register. A list of applicable records will be finalized after Contract award.

3.6 Communications and Public Affairs

The Contractor shall conduct communications, information, and public affairs programs including internal and external communications; community involvement and outreach; interactions with the media, businesses, and the scientific and technical community; and liaison with local, state, Native American, and federal agencies. Where the Contractor proposes to release sensitive or controversial information, or information which DOE/NNSA may otherwise have an interest in reviewing (such as information which may affect the reputation of the agency or the Federal Government), the Contractor shall provide a copy of the proposed release to the Contracting Officer for review and approval prior to release. The Contractor will provide a Public Affairs Program Plan for approval by the Contracting Officer.

3.7 Freedom of Information Act (FOIA)

The Contractor shall promptly review FOIA requests and provide timely and quality responses consistent and compliant with federal law and regulations (including DOE regulations at 10 CFR 1004) and the NNSA FOIA program as implemented by the NNSA FOIA Officer, or as may otherwise be directed by the Contracting Officer.

3.8 National Environmental Policy Act (NEPA)

The Contractor shall assist in the NNSA's NEPA implementation, in a manner consistent and compliant with federal law and regulations (including DOE regulations at 10 CFR 1021) and the NNSA NEPA program as implemented by the NNSA SFO NEPA Compliance Officer (NCO), or as may otherwise be directed by the Contracting Officer. The Contractor may not undertake on DOE's behalf an action that is subject to NEPA until the NCO has notified the Contractor that DOE/NNSA has satisfied applicable NEPA requirements.

3.9 Legal Affairs

The Contractor shall maintain a legal program to support Contract activities related to the Laboratories' management of programs, projects and processes necessary to accomplish the mission assigned by NNSA, including without limitation, those related to: patents, licenses, and other intellectual property rights; subcontracts and procurement issues; technology transfer; records management; environmental compliance and protection; safety and health; security; operations; employment and labor relations; and litigation and claims and proactive management of the Laboratories' legal risk. The Contractor's legal program shall also be compliant with 10 C.F.R. 719.

3.10 Other Government Agencies Support

The Contractor shall support NNSA requests in interfacing with various Government agencies, to include, but not limited to, federal, state, local and tribal regulatory agencies. The Contractor shall ensure its employees cooperate fully and promptly with all Government agencies. The Contractor's personnel policies shall provide for appropriate discipline, as determined by the Contractor, for any employee who does not fully and promptly cooperate or who impedes, or attempts to impede, a government audit,

investigation, inspection, or other type of review or inquiry.

3.11 National Museum of Nuclear Science and History *(ADDED 0008)*

The Contractor shall manage and operate the DOE National Museum of Nuclear Science and History (NMNSH) pursuant to and in compliance with Public Law 102-190 Section 3137, (42 U.S.C. Section 7142) enacted December 5, 1991, Public Law 108-7 (officially entitled "Joint Resolution making consolidated appropriations for the fiscal year ending September 30, 2003, and for other purposes") and in accordance with other terms and conditions of this contract. The Contractor may enter into written agreements with third parties, such as the National Atomic Museum Foundation (NAMF), pertaining to operation of the NMNSH as approved by the Contracting Officer.

NNSA and the Contractor will jointly support a business plan that will, over time, decrease the direct support provided by the Contractor, phase-in the NAMF as the primary provider of operational resources and museum management, and reduce the Contractor role to one of management oversight.

The purpose of the Museum is to preserve and present historical materials and educate the public regarding military and peaceful uses of nuclear energy, as well as sponsor general science and technical exhibits, related to its purpose. The Contractor or third party may operate a retail outlet and offer items for sale provided they are consistent with the educational purpose of the NMNSH. Specifically excluded from sale are export-controlled items, nuclear weapons parts and components, and other high-risk items as defined by DOE/NNSA. DOE/NNSA retains, at its sole discretion, the authority to direct the removal of any items, which are inconsistent with the aforesaid purpose.

The Contractor may accept and use donations of money or gifts to the NMNSH as approved by the Contracting Officer. The Contractor, or third party designee, shall ensure that all revenues, including fees, charges, sales, and donations shall only be used to offset the management and operating expenses of the NMNSH and a separate bank account shall be established for the collection of such revenues. The costs associated with the management and operation of the NMNSH shall be segregated in the Contractor's accounting records or traceable from the records of the NAMF.

CHAPTER III. Human Resources

1.0 DEFINITIONS

Incumbent Employees: Sandia Corporation employees in good standing under Contract DE-AC04-94AL85000 as of the effective date of the successor Contract.

Non-Incumbent Employees: new hires, i.e., employees other than Incumbent Employees, who are hired by the Contractor on or after the first day of the Base Term of the Contract.

2.0 POLICIES

Contractor policies regarding: paid and unpaid leave; incentive compensation (variable pay); compensation; benefits; workers compensation and self-insurance; special employee activities such as personnel loans and community involvement and outreach; employee programs (i.e., awards and recreation); travel; educational assistance; and employee training, shall be submitted to the Contracting Officer for approval no later than 60 days after the effective date of the Contract.

All of the Contractor's personnel policies must be in compliance with the terms and conditions of this contract including but not limited to Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures. If there is a conflict between the Contractor's existing policies and the terms of this Contract, the Contract will govern.

The Contractor shall obtain Contracting Officer prior approval of changes to its existing policies in those areas identified within the scope of this Appendix and other related provisions of the Contract when such changes are expected to increase costs to the Government.

3.0 WORKFORCE PLANNING

In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled and unskilled personnel engaged byte Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the NNSA or the Government. Nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder.

3.1 Workforce Planning General

The Contractor shall annually analyze workforce requirements consistent with current and future mission requirements. The Contractor shall describe in a written document how it will ensure it employs a sufficient, but not excessive, number of employees who possess the appropriate skills to perform the current mission work and the anticipated identified mission work. The assessment shall provide present employment levels in each occupational category. The description of how the Contractor will ensure it employs a sufficient, but not

excessive number of employees to perform the work in future years shall include a discussion of the following topics: future hiring needs in critical skill areas, recruitment and retention of individuals possessing critical skills, and the impact of anticipated retirements/attrition. The document will also describe the amount and type of work the Contractor anticipates performing during the following calendar year pursuant to Strategic Partnership Projects [Formerly Known as Work for Others (Non-Department of Energy Funded Work)]. This analysis shall be provided to the Contracting Officer no later than November 30th each year.

3.2 Reductions in Contractor Employment – Workforce Restructuring

3.2.1 Voluntary Separations

In order to minimize the number of involuntary separations and mitigate the impact on affected employees, in consultation with the Contracting Officer the Contractor shall consider the use of a Voluntary Separation Program (VSP) before consideration is given to conducting an Involuntary Separation Program (ISP) when workforce restructuring is necessary. The Contractor shall submit the VSP to the Contracting Officer for approval prior to implementation regardless of the number of employees involved. Prior approval of a VSP by the Contracting Officer is required for any such costs to be considered to be allowable.

3.2.2 Involuntary Reductions in Contractor Employment

3.2.2.1 If the restructuring involves between 10-99 employees in a rolling twelve month period, the Contractor shall notify the Contracting Officer no later than 15 days in advance of the action.

3.2.2.2 For restructuring actions that involve separating between 50-99 employees, the Contractor shall prepare a specific workforce restructuring plan and submit the plan to the Contracting Officer for informational purposes. The workforce restructuring plan must include: the rationale for the proposed separations, costs, timelines for notifications, the job classifications of the Contractor employees involved, numbers of impactedemployees and any other information specified by the Contracting Officer. In addition, the Contractor shall perform an adverse impact analysis and provide a copy of the analysis to the NNSA Field Counsel for any restructuring actions that involve 50 or more employees within a 12-month period.

3.2.2.3 If the restructuring may involve the separation of 100 or more employees within a 12-month period, the Contractor shall submit a specific workforce restructuring plan for approval by the Contracting Officer, to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 at a minimum, no later than 90 days in advance of

the date the Contractor needs to begin notification to employees in accordance with the law and its attendant timeframes to effect the separations.

3.2.2.4 All notifications to the NNSA regarding contractor workforce restructuring must contain the rationale for the proposed separations, costs, timelines for notifications, the job classifications of the Contractor employees involved and the numbers of impacted employees.

3.2.2.5 The Contractor may submit a multi-year workforcerestructuring plan for consideration and approval.

3.2.3 Any payment of separation benefits beyond those already approvedunder the Contract must be approved by the Contracting Officer.

4.0 WORKFORCE TRANSITION

The following are requirements the Contractor shall carry out during the Transition Term, prior to the beginning of the Base Term. After the effective date of the Contract, the Contractor may propose alternate due dates for the deliverables described in **4.1 Staffing Plan, 4.2 Pay & Benefits**, and **4.3 Incumbent Employees Right of First Refusal**, and **4.4 Personnel Appendix (*Section J Appendix C*).** The Contracting Officer may approve such changes provided the deliverable dates make transition more effective and efficient for both parties.

4.1 Staffing Plan

No later than 30 calendar days after the effective date of the Contract the Contractor shall provide NNSA its plan for achieving the right workforce size and skills mix and an estimate of the number of employees at each site to whom it expects to make employment offers. This staffing plan shall highlight essential skills and personnel that must be retained, by position, to ensure continuity of essential mission, safety, security, and safeguards programs.

4.2 Pay & Benefits

Consistent with the requirements identified in 5.0 COMPENSATION and 6.0 BENEFITS below, the Contractor shall develop and submit for NNSA approval a pay and benefits program to cover non-bargaining unit Incumbent Employees and non-bargaining unit Non-Incumbent Employees. It is expected that the benefits program will be developed using best practice and market-based design concepts to achieve maximum efficiency and lower cost.

4.2.1 No later than 45 calendar days after the effective date of the Contract, the Contractor shall submit for NNSA approval all proposed benefit plans including but not limited to retirement plans, disability, healthcare, and paid time off. The submission shall include all plan documents that will describe benefits provided to employees including existing plans to which the Contractor becomes a sponsor at the beginning of the Base Term(with proposed changes to existing plans) as well as newly proposed plans.

4.2.2 The submission shall also include an "Employee Benefits Value Study" comparing the proposed benefits for non-bargaining unit Incumbent Employees and non-bargaining unit Non-Incumbent Employees using the Consolidated Employee Benefit Value Study methodologies and comparator companies, to be provided by the Contracting Officer, described in 6.1.6 below. Contracting Officer's approval of the Contractor's benefits program will be contingent on the net benefit value not exceeding the comparator group by more than five percent. Or, the Contractor may propose an alternative strategy to realign employee benefits within the 105 threshold within a specified period of time. Such proposal must be approved by the Contracting Officer.

4.2.3 No later than 90 calendar days after the effective date of the Contract, the Contractor shall submit a plan with a timeline for implementing a Compensation system that meets the criteria defined in 5.0 COMPENSATION below.

4.3 Incumbent Employees Right of First Refusal

The Contractor shall use the Transition Term to make hiring decisions. The Contractor shall give a right of first refusal of employment for every position identified by the Contractor as necessary for completing the requirements of the Contract (other than positions occupied by Key Personnel and managers who directly reported to them) under this Contract to Incumbent Employees as defined in **1.0 DEFINITIONS** who meet the qualifications for a particular position. The Contractor shall provide a written offer of employment that identifies the individual's pay and a summary of the benefits package that will be available to the individual. Incumbent Employees offered the same position shall be provided their same base salary/pay rate in existence at the time the offer is made. Incumbent Employees offered a different position than the position they are performing at the time the offer is made shall be provided pay commensurate with the offered position. Such offers shall be provided to employees as soon as possible, however, no later than 90 calendar days after the effective date of the Contract.

4.4 Personnel Appendix

The Personnel Appendix (*Section J Appendix C*) sets forth certain Contractor Human Resources Management policies and related expenses that have cost implications under this Contract and are not covered explicitly in the FAR or DEAR cost principles. No later than 120 days after the effective date of the Contract, the Contractor shall submit a plan to address the open items in the Personnel Appendix Section J- Appendix C, unless the Personnel Appendix sets forth an alternative submission date. The Contractor shall obtain CO approval of Personnel Appendix proposals before implementation.

5.0 COMPENSATION

The Contractor shall establish an integrated market based pay and benefit program to recruit and retain a highly skilled, motivated, and experienced workforce capable of

carrying out the technical and other requirements set forth elsewhere in the SOW.

5.1 Total Compensation System

Consistent with the requirement in 5.2, Pay and Benefits, the Contractor shall establish a market based pay and benefit program. The objective is to provide a level of total compensation, which, within available funds, attracts, motivates and retains a highly competent workforce and maintains a competitive position in the applicable labor markets.

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services (Total Compensation System). In addition, the Contractor's total compensation system shall include the following components:

(i) Philosophy and strategy for all pay delivery programs;

(ii) System for establishing a job worth hierarchy;

(iii) Method for relating internal job worth hierarchy to external market;

(iv) System that includes a documented method and process for evaluating individual job performance and that bases individual and/or group compensation decisions on individual performance and Contractor performance as appropriate. In addition, the system must show the link to the annual evaluation of Contractor performance for individual compensation actions if appropriate;

(v) Method for planning and monitoring the expenditure of funds;

(vi) System for internal controls and self-assessment;

(vii) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be pro-rated according to the amount of time the employee spent performing work under this Contract;

(viii) Means for communicating the pay programs to employees; and

(ix) Methodology for ensuring compliance with applicable wage payment laws and regulations (e.g., FLSA).

Any changes to the Total Compensation System shall be submitted to the Contracting Officer 60 days prior to implementation. Changes that increase current or future costs shall be approved by the Contracting Officer prior to implementation.

5.2 Cash Compensation *(MODIFIED 0008, 0026, 0032, 0050, 0063, 0057)*

The Contractor shall submit the following to the Contracting Officer for a

determination of cost allowability for reimbursement under the Contract:

5.2.1 An Annual Compensation Increase Plan (CIP). The contractor shall submit the CIP to the Contracting Officer on October 1 annually and shall include the following components and data:

(i) Comparison of average pay to market average pay;

(ii) Information regarding surveys used for comparison;

(iii) Aging factors used for escalating survey data and supporting information;

(iv) Projection of escalation in the market and supporting information;

(v) Information to support proposed structure adjustments, if any;

(vi) Analysis to support special adjustments;

(vii) Comparison of average pay to market average total cash compensation (TCC), if applicable;

(viii) Funding requests and supporting analysis for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement;

A. The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year;

B. All pay actions covered under the CIP are fully charged at the beginning of the CIP year, without regard to the time of CIP year in which the employee actually receives the pay or without regard to the fact that an employee may terminate before realizing the entire allocated CIP amount

C. Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer.

D. The Contracting Officer may unilaterally adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).

E. The Contractor is authorized to make minor shifts (up to 10%) in funds between payroll groups

without prior Contracting Officer approval. The Contractor shall notify the Contracting Officer at the time funds are shifted.

(ix) A discussion of the impact of proposed CIP on the site budget; and

(x) Discussion of relevant factors other than market average pay (e.g., turnover and offer-to-acceptance statistics, collective bargaining provisions, geographic considerations, total compensation).

(xi) Contracting Officer approval is not required for the CIP under the following circumstances: 1) the CIP submission is equal to or less than the professionally recognized salary survey's salary increase projection (e.g. World at Work projection) and implementation of the survey's salary increase projection does not result in an overall over market salary position upon implementation of the CIP; and 2) NNSA does not notify the Contractor of any questions or concerns that may negate cost allowability. NNSA will provide notification within the two weeks following the Contractors submission (date will be identified in the annual NNSA CIP guidance).

(xii) Contracting Officer approval is required for the CIP under the following circumstances: (1) the proposed CIP percent increase exceeds the professionally recognized salary budget survey's salary increase projection (e.g. World at Work projection provided in the annual NNSA CIP guidance); (2) the Contractor's position to market warrants less than the survey's salary increase projection such that application of the CIP at the full increase projection would result in the overall position to be above market; and/or (3) the contractor's overall position to market is above market.

(xiii) Contracting Officer approval is not required for any salary structure adjustments that do not exceed the professionally recognized salary budget survey's mean structure adjustments projected for the CIP year (e.g. World at Work projection provided in the annual NNSA CIP guidance).

5.2.2 When any Key Personnel Person is replaced, the compensation for the replacement shall be submitted for approval by the Contracting Officer. The top contractor official (i.e., General Manager or equivalent) salary actions including merit pay increases shall be submitted annually to the Contracting Officer for approval. The top contractor official's approved reimbursed base salary will not exceed the benchmark referenced in FAR 31.205-6(p)(4) and will serve as the maximum allowable salary reimbursement under the Contract. With these proposed compensation actions, the

Contractor shall submit supporting justification related to internal and external equity, individual performance and the Application for Contractor Compensation Approval Form (DOE 3220.5). This documentation shall be provided to the Contracting Officer at least 30 days before the proposed effective date of the action.

5.2.3 If the Contractor proposes to establish an Incentive Compensation Plan (variable pay plan/pay-at-risk), documentation shall be provided to the Contracting Officer, for approval, no later than 60 days prior to proposed implementation. Such proposal must contain:

(i) The design of the Incentive Compensation Plan, the funding methodology, and linkage to Contract performance measures;

(ii) Requirement for approval of Incentive Compensation Plan design changes by the Contracting Officer prior to implementation;

(iii) Requirement for an annual approval, prior to the performance period, of the total dollar amount of the pool, the eligible positions, and linkage to Contract performance goals;

(iv) Requirement for policy that provides a specific pass-over rate, i.e., percent of participants who will not receive an incentive;

(v) Effective no later than calendar year 2020, and in accordance with the Contracting Officer approved Glide Path, funding for the variable pay program shall not exceed 2.5% to total non-bargaining base payroll as of December 31st of the previous year to recognize the prior year performance.

(vi) Requirement for an annual summary report on distributions made under an Incentive Compensation Plan; and

(vii) For any Executive Incentive Plans, a requirement for pay at risk.

5.2.4 Non-base payments determined concurrently with salary increases and certain non-base awards may be granted throughout the year. These awards are funded from the total non-base budget. The Contractor shall develop a plan for non-base bonuses and submit to the Contracting Officer for approval.

5.2.5 Assignments of individuals outside of their normal duty station for which the NNSA/DOE will reimburse all or some of their compensation or other expenses shall be approved in accordance with NAP-540.2, *NNSA M&O Off- Site Extended Duty Assignments,* or its successor, prior to beginning the assignment. *(REPLACED 0008; MODIFIED 0057)*

5.2.6 The Contractor shall submit a severance plan within 60 days of the effective date of the base term, which must include the notification period, pay-in-lieu of notice policy, and the severance schedule. Supporting documentation must include information regarding standards from

nationally recognized sources and or comparator firms (including corporate parents). *(MODIFIED 0063)*

Severance Pay will not be an allowable cost under this Contract if the recipient employee:

(i) Voluntarily terminates employment;

(ii) Provides notice of resignation before receiving a layoff or termination notice;

(iii) Is offered employment with any contractor that succeeds the Contractor in performing any portion or all of the work under this Contract;

(iv) Is offered employment with a parent, subsidiary, or affiliated company of the Contractor;

(v) Is discharged for cause (as determined by the Contractor); or

(vi) Has ever been identified as Key Personnel under this Contract

Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

5.3 Reports and Information: Compensation *(MODIFIED 0050)*

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(i) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure, showing actual against approved amounts, no later than 90 days after CIP plan year expenditures;

(ii) A list of the proposed reimbursable base salaries for all Key Personnel at Contract award for Contracting Officer approval.

(iii) Other compensation reports and/or information as requested byte Contracting Officer.

6.0 BENEFITS **(REPLACED 0116)**

6.1 Assumption of Existing Retirement and Benefit Plans and Establishment of New Retirement and/or Benefit Plans (REPLACED Section 6.1.6.1 – 6.1.6.5 Mod 0151)

The Contractor will be required to become a sponsor of the existing retirement plans and other Post Retirement Benefit Plans (PRB), as applicable, with responsibility for management and administration of the plans, including maintaining the qualified status of those plans. Incumbent Employees shall

remain in their existing retirement plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to retirement plan eligibility requirements and applicable law. The Contractor shall carry over the length of service credit and leave balances for Incumbent Employees accrued as of the date of the Base Term.

6.1.1 To the extent the Contractor seeks to establish new benefit plans or change benefits under existing benefit plans at the time of Contract transition, the Contractor shall provide justification to the Contracting Officer for all new benefit plans and for all changes to existing benefit plans, plan design, or funding methodology. Proposed changes must also include cost impact, and the basis of determining cost. The Contractor must obtain approval from the Contracting Officer prior to implementation of a new benefit plan and prior to making changes to existing benefit plans that increase cost. The Contractor shall provide 60 day advance notification to the CO of changes to benefit plans that do not increase cost or long-term liability

6.1.2 After transition, revisions to existing plans or establishing new plans that will increase costs or long-term liability to the DOE/NNSA require CO approval prior to implementation. For changes to existing benefit plans or establishment of new plans that will not raise costs or long-term liability, 60 day advance notification to the CO is required.

6.1.3 Cost reimbursement for retirement and other benefit programs sponsored by the Contractor for non-bargaining and bargaining unit employees will be based on conformance with the "Employee Benefits Value Study" and "Employee Benefits Cost Survey Comparison" requirements as described in 6.1.6.1 and 6.1.6.2 below.

6.1.4 If the Contractor seeks to terminate any non-retirement benefit plan during the term of the Contract, the Contractor must obtain Contracting Officer approval at least 60 days prior to the scheduled date of plan termination. The Contracting Officer will provide approval or disapproval of the proposal no later than 30 days before the scheduled termination, unless the Contracting Officer informs the Contractor that additional review time is necessary.

6.1.5 Service Credit for cost reimbursement for employee benefits to include PRB eligibility will be determined in accordance with NNSA Supplemental Directive NA SD O 350.1, M&O Contractor Service Credit Recognition.

6.1.6 Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall participate in and/or submit the studies required in paragraphs 6.1.6.1 through 6.1.6.3 below. The studies

shall be used by the Contractor in calculating the cost of the benefits under existing benefit plans. In addition, the Contractor shall submit updated values to the Contracting Officer forapproval prior to the adoption of any change that will increase costs to a retirement or other benefit plan.

6.1.6.1 The Consolidated Employee Benefits Value Study for non-bargaining unit employees, shall be completed every two years and submitted to the Contracting Officer no later than July 31 of the applicable year. An Employee Benefits Value Study (Ben Val) is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to employees measured against the RV of benefit programs offered by comparator companies. The Contractor shall use the comparator companies previously used in the last Consolidated Benefit Value Study. If any of the comparator companies no longer participate, the Contractor shall recommend replacement companies for approval by the Contracting Officer. The Contractor shall include major non-statutory benefit plans offered by the Contractor, including qualified defined benefit (DB) and defined contribution (DC) retirement plans; capital accumulation plans; and death, disability, health, and paid time off welfare benefit programs in the Value Study. Any M&O Contractor defined benefit pension plans and post-retirement benefit plans, closed to new entrants, do not have to be included in the Ben Val measurement. To the extent that the value studies do not address postretirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the postretirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

A Ben Val for bargaining unit employees shall be completed six months prior to the end of the collective bargaining agreement. The Ben Val for bargaining unit employees must include at least 15 comparator companies approved by the Contracting Officer. The Ben Val must include major non-statutory benefit plans offered by the Contractor, including qualified DB plans and DC retirement plans; capital accumulation plans; and death, disability, health, and paid time off welfare benefit programs. Any M&O Contractor DB plans, closed to new entrants, do not have to be included in the Ben Val measurement. To the extent that the Ben Val does not address post-retirement benefits other than DB plans, the Contractor shall provide a separate cost and plan design data comparison for the post- retirement benefits other than DB plans using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

6.1.6.2 When the average net benefit value for non-bargaining employees (including different tiers of benefits or groups of employees) exceeds the comparator group average by more than five percent,

the Contractor may be required to provide, for Contracting Officer approval, a Corrective Action Plan describing the specific actions they plan to take to get to 105% within a specified period of time.

6.1.6.3 An Employee Benefits Cost Study Comparison (Cost Study) for non-bargaining and bargaining unit employees shall be completed annually and submitted to the Contracting Officer no later than July 31. The Cost Study must use a professionally recognized measure approved by the Contracting Officer that analyzes the Contractor's employee benefits cost for employees on a percent of payroll and compares it with appropriate comparator data. Any M&O Contractor defined benefit pension plans and post-retirement benefit plans, closed to new entrants, do not have to be included in the Benefit Cost study measurement.

6.1.6.4 When the average of the Contractor's Cost Study total benefit costs as a percent of payroll for the non-bargaining employees exceeds the comparator group's total benefit cost by more than five percent the Contractor may be required to provide a Corrective Action Plan describing the specific actions they plan to take to get to 105% within a specified period of time.

6.2 Reports and Information: Benefits

6.2.1 The Contractor shall provide to the Contracting Officer:

(i) All data requested to be entered into DOE's iBenefits management system (or any successor database) including but not limited to the Compensation and Benefits Report.

6.3 Workers' Compensation

6.3.1 The Contractor, unless workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new workers' compensation policies and all initial proposals for self-insurance (Contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).

6.3.2 Workers' compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short term disability) are to be administered so that the total benefit payments from all sources shall not exceed 100% of employee's net pay.

6.4 Retirement Plans (MODIFIED 0018, REPLACED 0116))

The Contractor shall carry over the length of service credit and leave balances for Incumbent Employees accrued as of the Base Term in the existing retirement plans.

For cost allocability and reimbursement purposes, any DB or DC plans established by the Contractor and any DB or DC plans for which the Contractor assumes sponsorship upon the start of the Base Term, shall be maintained consistent with the requirements of the Internal Revenue Code (IRC), Employee Retirement Income Security Act of 1974 as amended (ERISA) and any other applicable laws.

6.4.1 Any DB plan maintained by the Contractor, for which NNSA reimburses costs, shall be maintained as a separate DB plan distinct from any other plan that provides credit for service not performed under this Contract. Each Contactor D B plan shall be subjected to an ERISA Section 102(a)(3)(c) audit annually, except that every third year the Contractor shall conduct a full-scope audit satisfying ERISA section 103. Alternately, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In years in which a limited-scope audit is conducted, the Contractor shall provide the Contracting Officer with a copy of the qualified Trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104 along with the copy of the audit results to which they apply. In all cases, the Contractor shall submit the audit results to the Contracting Officer within ten months of the last day of the pension plan year to which it applies. **(REPLACED 0103)**

6.4.2 The Contractor will be reimbursed for DB plan contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum required contribution under ERISA, as amended. If an additional DB plan contribution over and above the minimum required contribution would have the effect of avoiding benefit restrictions to DB plan participants, the Contractor shall notify the Contracting Officer at least 60 days prior to the date the payment would be due. Reimbursement above the annual ERISA required minimum contribution will require prior approval of the Contracting Officer. The Contracting Officer will take into consideration all pre-funding balances and funding standard carryover balances when evaluating whether to approve reimbursement above the minimum required contribution. The timing and amount of contributions to the plan will be made to satisfy the Section 430 of the Internal Revenue Code and Section 302 of ERISA and avoiding any penalties associated with contributions made after a required installment date.

6.4.3 The Contractor shall obtain the Contracting Officer's advance written approval for any proposed changes to DB and/or DC plans that are not required by law and that may increase costs and/or liabilities. The Contractor shall submit the proposal at least 60 days prior to the proposed effective date of the change(s). In addition, any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary

benefits) shall be submitted to the Contracting Officer for prior approval with an analysis of the impact of special programs on the actuarial accrued liabilities of the DB plan, and on relative benefit value, or cost per capita, if applicable. The analysis should also describe the potential impact on the plan's qualified status at present and the potential impact of the special programs on the qualified status through the duration of the Contract.

6.4.3.1 For proposed changes to DB and DC plans that are not mandated by law and which increase plan costs and/or liabilities, the Contractor shall provide the following to the Contracting Officer:

(i) A clean copy of the current plan document (as conformed to show all prior plan amendments), with the proposed changes identified using redlines/strikeouts;

(ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value and a cost study index;

(iii) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the Contractor's legal counsel for purposes of compliance with all legal requirements applicable to private sector DB/DC plans;

(iv) The Summary Plan Description; and

(v) Any such additional information as requested by the Contracting Officer.

6.4.3.2 When changes to DB and/or DC plans are required by law, or the changes do not increase costs or liabilities under the plan(s), the Contractor must provide a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout no later than 60 days before the new amendment is proposed to take effect.

6.4.4 When operations at a designated NNSA facility are terminated and no further work is to occur under the Contract, the following apply:

6.4.4.1 No further benefits for service shall accrue;

6.4.4.2 The Contractor shall provide a determination statement in

its settlement proposal, defining and identifying all liabilities and assets attributable to the NNSA Contract;

6.4.4.3 The Contractor shall base its DB plan liabilities attributable to NNSA Contract work on the market value of annuities or dispose of such liabilities through a competitive purchase of annuities. The Contractor, as DB plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB plan;

6.4.4.4 Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

6.4.4.5 The Contracting Officer and the Contractor shall establish an effective date for spinoff or retirement plan termination. On the same day as the Contractor notifies the IRS of the spinoff or termination of a DB plan, all NNSA assets assigned to a spun- off or terminating DB plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA." ***(REPLACED 0018)***

6.4.5 Terminating Plans

6.4.5.1 If the Contractor seeks to terminate any retirement plan during the term of the Contract, the Contractor must obtain Contracting Officer approval no later than 120 days prior to the scheduled date of plan termination. The Contracting Officer will provide approval or disapproval of the proposal no later than 90 days before the scheduled date of plan termination, unless the Contracting Officer informs the Contractor that additional review time is necessary.

6.4.5.2 To the extent possible, the Contractor shall satisfy DB plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or through lump sum payouts. The Contractor, as DB plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB plan. With respect to standard plan terminations, the Contractor must adhere to all Pension Benefit Guaranty Corporation regulations regarding the termination of a DB plan.

6.4.5.3 Funds to be paid or transferred to any party as a result of settlements relating to DB plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

6.4.5.4 If ERISA or the Internal Revenue Code prevents a full transfer of excess NNSA reimbursed assets from the terminated DB plan, the Contractor shall pay any deficiency directly to NNSA according to a schedule of payments to be negotiated by the Parties.

6.4.5.5 On the same day as the Contractor notifies the IRS of the DB plan termination, all NNSA plan assets will be placed in a low-risk liability matching portfolio until full disposition of the terminating DB plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

6.4.5.6 NNSA liability to a commingled DB plan shall not exceed that portion which corresponds to participants' service accrued for their work under an NNSA Contract. The NNSA shall have no other liability to the plan, to the plan sponsor, or to the DB plan participants.

6.4.5.7 After all liabilities of the DB plan are satisfied, the Contractor shall return to NNSA an amount equaling the asset reversion from the DB plan termination and any earnings that accrue on that amount because of a delay in the payment to NNSA. Such amount and such earnings shall be subject to NNSA audit. To affect the purposes of this paragraph, NNSA and the Contractor may stipulate to a schedule of payments.

6.4.6 Post Contract Responsibilities for Retirement and Other Benefit Plans

6.4.6.1 If this Contract expires or terminates and NNSA has awarded a Contract under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the retirement or other benefit plans covering active or retired Contractor employees with respect to service, the Contractor shall cooperate and transfer to the new Contractor its responsibility for sponsorship, management, and administration of the plans consistent with direction from the Contracting Officer. If a comingled plan is involved, the Contractor shall:

(i) Spin off the NNSA portion of any commingled

DB plan that provides benefits for employees working at the NNSA facility into a separate plan. The new DB plan shall provide benefits similar to those provided by the commingled plan and shall carry with it the NNSA assets on an accrual basis market value, including NNSA assets that have accrued in excess of NNSA liabilities.

(ii) Bargain in good faith with NNSA or the successor Contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. NNSA and the Contractor(s) shall establish an effective date of spinoff. On the same day as the Contractor notifies the IRS of the DB plan spinoff, all NNSA plan assets assigned to a spun-off plan shall be placed in a low-risk liability matching portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA." ***(REPLACED 0018)***

6.4.6.2 If this Contract expires or terminates and NNSA has not awarded a contract to a new Contractor under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the retirement or benefit plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract completion" for purposes of this paragraph), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination elsewhere in this Contract, the following actions shall occur regarding the Contractor's obligations regarding the plans at the time of Contract completion:

(i) Subject to paragraph 6.4.6.2 (ii) below, and notwithstanding any legal obligations independent of the Contract that the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans, the Contractor shall remain the sponsor of the plans, in accordance with applicable legal requirements.

(ii) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans prior to or at the time of Contract completion. However, if the parties

have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans prior to or at the time of Contract completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of retirement and welfare benefits under the plans, including but not limited to continued sponsorship of the plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

6.4.7 Reports and Information - Retirement Plans *(REPLACED 0018)*

For each DB and DC plan as applicable or portion of a plan for which NNSA reimburses costs, the Contractor shall provide the Contracting Officer with the following information within ten months of the last day of the current retirement plan year except for the Pension Management Plan which must be submitted by January 31 of each year.

(i) The annual actuarial valuation report for each NNSA-reimbursed retirement plan. When a pension plan is commingled, the Contractor shall submit separate reports for NNSA's portion and the plan total.

(ii) Copies of IRS Forms 5500 with Schedules for each NNSA-funded pension plan.

(iii) Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

6.5 Pension Management Plan

No later than January 31 of each applicable year, the Contractor shall submit a plan for management and administration (Pension Management Plan) via iBenefits for each DB plan consistent with the terms of the Contract. The Pension Management Plan (PMP) shall include the DB plans' projected assets, projected liabilities, and estimated contributions and the prior year's actuarial valuation report. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

7.0 LABOR RELATIONS

The Contractor shall comply with the National Labor Relations Act, Department of Energy Acquisition Regulation (DEAR) 970.2201, and all applicable federal and state labor laws.

7.1 No later than 60 days before the commencement of bargaining, the Contractor shall provide to the Contracting Officer in writing 1) the proposed changes to the current collective bargaining agreement that will increase costs over and above the current collective bargaining agreement costs and 2) the dollar amounts associated the proposed changes. Cost increase figures shall be provided foreach of the following distinct categories: wages, health benefits, retirement benefits and all other benefits that increase costs under the existing collective bargaining agreement. The Contractor will provide regional wage survey information, Benefits Value study information, Cost Study information and any other information to support the collective bargaining cost figures set forth in the Contractor's proposal at least 6 months prior to the expiration of the collective bargaining agreement.

7.2 Prior to the commencement of collective bargaining, the Contracting Officer will communicate to the Contractor the total approved, aggregate cost threshold forthe cost associated with the successor collective bargaining agreement. Once the aggregate threshold is determined and provided to the Contractor, no further approval of economic parameters is required unless 1) the changes would exceed the aggregate figure or 2) the changes proposed are contrary to Departmental policy or written instructions. The Contractor may not assume savings from new negotiation positions not set forth in the Contractor's initial cost proposal to the Contracting Officer that would privilege the Contractor to increase its collective bargaining cost threshold. Changes to the cost threshold based on savings proposals not set forth in the initial proposal must be approved by the Contracting Officer.

7.3 The Contractor shall provide an electronic copy of the bargaining agreement and the "Report of Settlement" to the Contracting Officer 30 days after formal ratification. The Contractor shall provide information requested by the Contracting Officer regarding ratified collective bargaining agreements to which the Contractor is a party. The Contractor shall enter information, including but not limited to the executed collective bargaining agreements, into the iBenefits system (or any successor database) quarterly, or upon Contracting Officer request.

7.4 The Contractor shall notify the Contracting Officer in a timely fashion of labor relations issues that may cause a significant impact to the workforce and/or the ability of the Contractor to perform the work under the Contract. Additionally, the Contractor shall immediately advise the Contracting Officer of the following:

(i) Possible strike situations or other actions affecting the continuity of operations including work stoppages and picketing;

(ii) Formal action by the National Labor Relations Board includingbut not limited to issuance of a complaint against the Contractor. Copies of complaints, settlement agreements, judgments and any other documents issued in connection with Contractor actions with respect to labor practices shall be provided to the Contracting Officer;

(iii) Recourse to procedures under the Labor-Management Relations Act of 1947 as amended or any other state law;

(iv) Any grievance scheduled for arbitration under any collective bargaining agreement that has the potential for significant economic or other impact as well as the decision of thearbitrator; and

(v) Other significant issues that may involve review by other federal or state agencies.

Part III – Section J
APPENDIX B, List of Applicable Directives

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below. All requirements in the CRD, or otherwise invoked by reference, shall be fully implemented no later than 30 days after incorporation into the contract unless otherwise addressed in an NNSA-approved or pending implementation plan (IP).

Number	Date	Title	Mod #
APPH Chapter X Revision 10	09/08/98	Accounting Practices & Procedures Handbook (APPH) Chapter X – Product Cost Accounting	Award
DOE O 140.1A	06/15/20	Interface with the Defense Nuclear Facilities Safety Board	Award M0050 M0097
DOE O 142.2A, Admin Chg. 1	06/27/13	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE O 142.2-1, Admin Chg. 1	06/27/13	Manual for the Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE O 142.3B, Chg. 1 (Ltd. Chg.)	03/02/22	Unclassified Foreign National Access Program[1]	Award M0018 M0085 M0155
DOE O 144.1A	10/07/24	Requirements for Consultation and Engagement with Federally Recognized Indian Tribes and Alaska Native Claims Settlement Act Corporations Pursuant to DOE P 144.1[2]	Award M0250
DOE O 150.1B	12/21/21	Continuity Programs[3]	Award M0166
DOE O 151.1E	10/28/24	Comprehensive Emergency Management System[4]	Award M0008 M0082 M0240
DOE O 153.1A	11/17/22	Departmental Nuclear Emergency Support Team Capabilities	Award M0176
DOE O 200.1A, Chg. 2 (Ltd. Chg.)	08/11/23	Information Technology Management	Award M0192

[1] Full implementation will be achieved in accordance with the NNSA-approved IP.
[2] Full implementation will be achieved in accordance with the NNSA-approved IP.
[3] Full implementation will be achieved in accordance with the NNSA-approved IP.
[4] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
DOE O 205.1D	04/30/24	Department of Energy Cybersecurity Program[5]	Award M0072 M0147 M0222
NNSA SD 200.1	12/14/23	Information Resource Management	M0212
NNSA SD 205.1A	09/24/24	Baseline Cybersecurity Program[6]	M0032 M0240
DOE O 206.1A	01/19/24	Department of Energy Privacy Program	Award M0063 M0222
NNSA SD 206.1A	12/14/23	Privacy Program[7]	M0050 M0212
DOE O 206.2, Chg. 2 (Ltd. Chg.)	10/28/24	Identity, Credential, and Access Management (ICAM)	Award M0166 M0240
NNSA SD 206.2	04/14/18	Implementation of Personal Identity Verification for Uncleared Contractors[8]	M0063
DOE O 210.2A	04/08/11	DOE Corporate Operating Experience Program	Award
NAP 220.1	06/19/18	Internal Affairs Program	M0050
DOE O 221.1B	09/27/16	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Award M0008
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General	Award
DOE O 225.1B	03/04/11	Accident Investigations	Award
DOE O 226.1B	04/25/11	Implementation of Department of Energy Oversight Policy	Award
NNSA SD 226.1D	12/05/24	NNSA Site Assurance and Governance	M0008 M0085 M0250
DOE O 227.1A, Admin Chg. 1	01/21/20	Independent Oversight Program	Award M0100
DOE O 231.1B, Admin Chg. 1	11/28/12	Environment, Safety and Health Reporting	Award
DOE O 232.2A, Chg. 1 (Min. Chg.)	10/04/19	Occurrence Reporting and Processing of Operations Information	Award M0026 M0082
DOE O 241.1C	10/28/24	Scientific and Technical Information Management[9]	Award M0240

[5] Full implementation will be achieved in accordance with the NNSA-approved IP.
[6] Full implementation will be achieved in accordance with the NNSA-approved IP.
[7] Full implementation will be achieved in accordance with the NNSA-approved IP.
[8] Full implementation will be achieved by 12/2025 in accordance with the NNSA-approved IP.
[9] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
DOE O 243.1C	02/07/22	Records Management Program[10]	Award M0147
NNSA SD 251.1B	10/26/20	Directives Management	M0050 M0116
DOE O 252.1A, Chg. 2 (Admin Chg.)	09/30/24	Technical Standards Program	Award M0232
DOE O 313.1	11/19/09	Management and Funding of the Department's Overseas Presence	Award
NNSA SD 350.1A	08/19/24	Management and Operating Contractor Service Credit Recognition	Award M0008 M0232
NAP 401.1A, Admin Chg. 3	02/02/24	Weapon Quality Policy[11]	M0127 M0222
ACD 401.1A	01/31/24	Updating Weapon Quality Policy and Process Requirements Definition for Conditional Products and Their Use in Weapons and Weapon-Related Assemblies[12]	M0212
ACD 401.2	01/31/24	Updated Weapon Quality Assurance Procurement Requirements in NNSA Policy (NAP) 401.1A, Weapon Quality Policy[13]	M0212
DOE O 410.2, Admin Chg. 1	04/10/14	Management of Nuclear Materials	Award
DOE O 411.2	01/04/17	Scientific Integrity	M0018
NAP 412.1	02/11/19	Financial Integration	M0072
DOE O 412.1A, Admin Chg. 1	05/21/14	Work Authorization System	Award
NAP 413.1 (recertified)	09/14/22	Data Collection for Cost Estimating	M0057 M0166
DOE O 413.2C, Chg. 1	08/02/18	Laboratory Directed Research and Development	Award M0050
DOE O 413.3B, Chg. 7 (Ltd. Chg.)	06/21/23	Program and Project Management for the Acquisition of Capital Assets	M0018 M0032 M0050 M0116 M0232
NNSA SD 413.3-7	09/08/23	Project Management for Non-Nuclear, Non-Complex Capital Asset Acquisition	M0200

[10] Full implementation will be achieved in accordance with the NNSA-approved IP.
[11] Full implementation will be achieved in accordance with the NNSA-approved IP.
[12] Full implementation will be achieved in accordance with the NNSA-approved IP.
[13] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
DOE O 414.1E	12/18/24	Quality Assurance[14]	Award M0100 M0250
DOE O 415.1, Chg. 2	01/13/17	Information Technology Project Management	M0018
DOE O 420.1C, Chg. 3 (Ltd. Chg.)	11/14/19	Facility Safety	Award M0063 M0082
DOE O 420.2D	09/09/22	Safety of Accelerators	Award M0176
DOE O 422.1, Chg. 4 (Ltd. Chg.)	02/03/22	Conduct of Operations	Award M0082 M0147
DOE O 425.1E	09/25/24	Verification of Readiness to Start up or Restart Nuclear Facilities[15]	Award M0082 M0232
DOE O 426.2A, Chg. 1 (Admin Chg.)	05/30/24	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities[16]	Award M0222
NNSA SD 430.1	01/18/17	Real Property Asset Management	M0018
DOE O 433.1B, Admin Chg. 1	03/12/13	Maintenance Management Program for DOE Nuclear Facilities	Award
DOE N 435.1	08/09/11	Contact-Handled and Remote-Handled Transuranic Waste Packaging	Award
DOE O 435.1, Chg. 2	01/11/21	Radioactive Waste Management	Award M0018 M0116
DOE O 436.1A	04/25/23	Departmental Sustainability[17]	Award M0192
DOE O 437.1A	09/23/24	Bridge and Tunnel Management[18]	M0116 M0232
DOE O 440.2C, Ltd. Chg. 3	03/21/23	Aviation Management and Safety	Award M0100 M0180
DOE M 441.1-1 Admin Chg. 1	02/24/16	Nuclear Material Packaging[19]	Award
DOE O 442.1B	01/31/19	Department of Energy Employee Concerns Program	M0072

[14] Full implementation will be achieved in accordance with the NNSA-approved IP.
[15] Full implementation will be achieved in accordance with the NNSA-approved IP.
[16] Full implementation will be achieved in accordance with the NNSA-approved IP.
[17] Full implementation will be achieved in accordance with the NNSA-approved IP.
[18] Full implementation will be achieved in accordance with the NNSA-approved IP.
[19] Material acquired subject to DOE M 441.1-1 must have an approved container for storage or must have a NNSA-approved plan to develop a container to comply with the requirements, when it comes on site.

Number	Date	Title	Mod #
DOE O 442.2, Chg. 1 (Pg. Chg.)	10/05/16	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health	Award M0008
DOE N 443.1	01/21/16	Protection of Human Research Subjects in Classified Research	Award
DOE O 443.1C, Chg. 1 (Ltd. Chg.)	11/23/24	Protection of Human Research Subjects	Award M0085 M0250
DOE O 452.1F	01/22/23	Nuclear Explosive and Weapon Surety Program[20]	Award M0192
DOE O 452.2F	07/27/20	Nuclear Explosive Safety	Award M0121
NNSA SD 452.2B	06/23/21	Nuclear Explosive Safety Evaluation Processes	Award M0032 M0127
DOE O 452.3	06/08/05	Management of the Department of Energy Nuclear Weapons Complex	Award
NNSA SD 452.3-1A	02/25/16	Defense Programs Business Process System[21]	Award M0008
NNSA SD 452.3-2A	11/08/22	Phase X/Phase 6.X Processes[22]	Award M0018 M0222
NNSA SD 452.4-1	01/27/22	Nuclear Enterprise Assurance (NEA)[23]	M0151
DOE O 452.4D	05/20/24	Security and Use Control of Nuclear Explosives and Nuclear Weapons[24]	Award M0222
DOE O 452.7, Chg. 1 (Admin Chg.)	05/29/20	Protection of Use Control Vulnerabilities and Designs	Award M0093
DOE O 452.8	07/21/11	Control of Nuclear Weapons Data	Award
DOE O 456.1A	07/15/16	The Safe Handling of Unbound Engineered Nanoparticles	Award M0008
DOE O 457.1A	08/26/13	Nuclear Counterterrorism	Award
DOE O 458.1, Ltd. Chg. 4	09/15/20	Radiation Protection of the Public and the Environment	Award M0100
DOE O 460.1D, Chg. 1	06/10/22	Hazardous Materials Packaging and Transportation Safety	Award M0018 M0155

[20] Full implementation will be achieved in accordance with the NNSA-approved IP.
[21] Changes will be processed as described in Section H, clause H-14(b)(4).
[22] Full implementation will be achieved in accordance with the NNSA-approved IP.
[23] Full implementation will be achieved in accordance with the NNSA-approved IP.
[24] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
DOE O 460.2B	06/10/22	Departmental Materials Transportation Management	Award M0155
DOE O 461.1C, Chg. 1 (Min. Chg.)	10/04/19	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest	Award M0008 M0085
DOE O 461.2	11/01/10	Onsite Packaging and Transfer of Materials of National Security Interest	Award
DOE O 462.1, Admin Chg. 1	07/10/13	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities	Award
NAP 470.1	08/18/23	Enhanced Compensatory Control Measures	M0222
DOE O 470.1A	12/18/24	Safeguards and Security Program Operations Management[25]	M0250
DOE O 470.3C, Chg. 2	02/23/24	Design Basis Threat (DBT)	Award M0043 M0100 M0222 M0250
DOE O 470.4C	12/18/24	Safeguards and Security Planning[26]	Award M0018 M0131 M0250
DOE O 470.5A	12/06/24	Insider Threat Program[27]	M0250
NNSA SD 470.4-2, Admin Chg. 1	06/16/21	Enterprise Safeguards and Security Planning and Analysis Program	M0050 M0151
DOE O 470.6, Chg. 1	01/11/17	Technical Security Program	Award M0032 M0155
NNSA SD 470.6	02/25/22	Technical Security Program[28]	M0155
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information	Award
DOE O 471.5	03/29/11	Special Access Program	Award
DOE O 471.6, Chg. 4 (Ltd. Chg.)	08/22/23	Information Security	Award M0057 M0200
NNSA SD 471.6	12/09/19	Operations Security Program	M0085
DOE O 471.7	02/03/22	Controlled Unclassified Information[29]	M0151

[25] Full implementation will be achieved in accordance with the NNSA-approved IP.
[26] Full implementation will be achieved in accordance with the NNSA-approved IP.
[27] Full implementation will be achieved in accordance with the NNSA-approved IP.
[28] Full implementation will be achieved by FY2029 in accordance with the NNSA-approved IP.
[29] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
DOE O 472.2A, Chg. 1 (Ltd. Chg.)	10/28/24	Personnel Security	Award M0155 M0240
DOE O 473.1A	08/30/21	Physical Protection Program[30]	M0131
DOE O 473.2A	08/30/21	Protective Forces Operations	M0131
NNSA SD 473.3	09/10/14	Enterprise Mission Essential Task List-Based Protective Force Training Program	M0008
DOE O 474.2A, Chg. 1 (Admin Chg.)	04/16/24	Nuclear Material Control and Accountability	Award M0008 M0176 M0192 M0222
DOE O 475.1	12/10/04	Counterintelligence Program	Award
DOE O 475.2B	10/03/14	Identifying Classified Information	Award
NAP 476.1, Admin Chg. 1	02/09/15	Atomic Energy Act Control of Import and Export Activities (renumbered from NAP 23 in M0057)	Award
DOE O 484.1, Chg. 4 (Ltd. Chg.)	10/28/24	Reimbursable Work for the Department of Homeland Security	Award M0180 M0240
DOE O 483.1B, Chg. 3 (Min. Chg.)	10/28/24	DOE Cooperative Research and Development Agreements	Award M0018 M0072 M0085 M0240
DOE O 486.1A	09/04/20	Foreign Government Sponsored or Affiliated Activities	M0072 M0100
DOE O 520.1B, Chg. 2 (Ltd. Chg.)	12/18/24	Financial Management and Chief Financial Officer Responsibilities	M0116 M0176 M0250
DOE O 522.1A, Chg. 1 (Ltd. Chg.)	10/28/24	Pricing of Departmental Materials and Services	Award M0050 M0240
NAP 530.1	05/26/23	Cost Allocation Optimization	M0192
NAP 540.2	11/22/16	NNSA M&O Off-Site Extended Duty Assignments (renumbered from NAP 31 in M0057)	M0008
DOE O 544.1A	01/29/24	Priorities and Allocations Program[31]	M0212
DOE O 550.1, Chg. 1 (Ltd. Chg.)	12/13/19	Official Travel	Award M0085
DOE O 5639.8A	07/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Award

[30] Full implementation will be achieved in accordance with the NNSA-approved IP.
[31] Full implementation will be achieved in accordance with the NNSA-approved IP.

Number	Date	Title	Mod #
QP 100-1	03/01/13	Quality Requirements to UK and US Procurement Contracts and Loan Authorizations for Research, Design, and Development	Award
NNSA SD 56XB, Rev. 2	05/10/04	Nuclear Weapon Development and Production[32]	M0008
Nevada Field Office (NFO) Order 410.X1, Rev. 1	11/15/21	Nevada National Security Site and North Las Vegas Facilities General Use and Operations Requirements	M0018 M0147
NFO O 421.X1, Rev. 3	09/21/23	Nuclear Facility Safety Management	M0018 M0097 M0232
NNSA SD 1027, Change Notice 2	05/10/21	Guidance on Using Release Fraction and Modern Dosimetric Information Consistently With DOE-STD-1027-92, Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports, Change 1	M0222

[32] Changes will be processed as described in Section H, clause H-14(b)(4).

Part III - Section J

APPENDIX C

PERSONNEL APPENDIX

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1.0 Introduction

This appendix sets forth certain Contractor Human Resources Management policies and related expenses that have cost implications under this Contract and are not covered explicitly in the Federal Acquisition Regulations (FAR) or Department of Energy Acquisition Regulations (DEAR) cost principles. This appendix identifies those costs deemed eligible for reimbursement when incurred in keeping with FAR 31.201-2. The terms and conditions of this Contract, FAR Part 31, DEAR 931, and DEAR 970.30 may not cover every element of "personnel costs" but, failure to include any item of cost does not imply that it is allowable. The Contractor shall seek Contracting Officer approval prior to incurring costs not specifically identified as allowable in the Contract. The Contractor shall identify and treat all unallowable costs and directly associated unallowable costs in accordance with the criteria set forth in FAR 52.230-2, Cost Accounting Standards, including but not limited to placing unallowable costs in appropriate allocation bases.

Approval of personnel policies under contract DE-AC04-94AL85000 does not transfer to this Contract. Policies applicable under the Contract must be brought into compliance with the SOW and this Personnel Appendix. All of the Contractor's personnel policies shall comply with the terms and conditions of this Contract including but not limited to FAR Part 31, Contract Cost Principles and Procedures. If there is a conflict between the Contractor's policies and the terms of this Contract, the Contract will govern. Nothing in this Personnel Appendix makes costs allowable or reasonable that would otherwise be unallowable or unreasonable.

The Contractor will obtain prior Contracting Officer approval of changes to its existing policies in those areas identified within the scope of the Personnel Appendix when such changes are expected to increase costs to the Government. In situations where changes may set a precedent among the Department of Energy/National Nuclear Security Administration (DOE/NNSA) Contractors, the Contractor will consult with the Contracting Officer regarding program cost reimbursement prior to implementation, even if there is no expected increase in cost. This requirement is not intended to prohibit the Contractor from taking advantage of efficiency gains realized from new and innovative approaches in providing Human Resource services.

The Contractor shall establish effective management review procedures and internal controls to ensure that requirements set forth herein are met. For areas that require prior approval of the Contracting Officer, the Contractor will submit required documents and seek Contracting Officer approval, prior to incurrence of costs. The Contractor will follow the principles below in meeting the requirements of DEAR 970.5203-1, Management Controls.

Human Resource Programs:

(1) Are market based as evidenced by comparisons with applicable industry comparators;
(2) Fulfill the requirements of the DOE/NNSA mission, meet strategic direction of DOE/NNSA, and are in the best interests of the Government;
(3) Are adopted to support the business needs of the Contractor and/or local conditions above;
(4) Apply to all employees of the Contractor engaged in the work under this Contract, to the extent practicable, irrespective of the place of performance of work, and are

consistent with collective bargaining agreements, as applicable;

(5) Are documented in policies and/or in Summary Plan Descriptions and are available to DOE/NNSA;

(6) Are in compliance with rules and regulations incorporated into this Contract and applicable laws; and

(7) Are affordable within the constraints of the resources available to the Contractor.

Either party may request revisions to this Appendix and both parties agree to give consideration in good faith to any such request. When revisions to this Appendix are made, a contract modification will be executed to effect the changes.

This Appendix 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 upon any other third party.

2.0 Compensation (*Modified 0063, 0057, 0158, 0180, 0222*)

(i) General

Section 2.0, *Compensation*, does not apply to bargaining unit employees. Section 3.0 sets forth allowable costs associated with bargaining unit employees.

(ii) Overtime

The Contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this Contract. The Contractor shall submit to the Contracting Officer overtime utilization reports no later than 30 days after the end of the fiscal year for the fiscal year that just ended. If the report indicates that overtime comprised 2.5% (See Section I, clause FAR 52.222-2 *Payment of Overtime Premiums*) or more of the overall payroll, the Contracting Officer may request that the Contractor submit a plan to lower the overall overtime usage rate.

(iii) Extended Workweek and Flextime *(REPLACED 0158)*

When deemed essential to the performance of work under this Contract and there is no ability to provide other forms of relief, management may approve extended workweek or flextime options for exempt employees in accordance with the Contracting Officer approved plan.

Flextime: Part-time or full-time exempt employees are eligible to accumulate additional time to support short-term business (4 weeks or less) requiring additional hours worked to balance workload shifts. Flextime begins to accrue after the fifth hour over an employee's weekly schedule. An employee's flextime accrual may not exceed 80 hours at any given time.

Extended Workweek (*REPLACED 0222*): Full time exempt employees are eligible to be paid straight time for all hours worked after their regularly scheduled hours for the pay period to support high priority projects requiring multi-month, multi-year efforts.

Employees may not be on extended workweek *and* earn flextime. Extended workweek or flextime cannot be earned in the same period with time charging codes associated with paid time off except for employer required training and employer required medical exams/treatment.

(iv) Call-In Emergency

Non-represented employees who are called during off time to report for a work assignment outside their standard work schedule (called-in emergency) may be paid a minimum of four (4) hours pay for time worked (at straight time rate or overtime rate as the circumstance may require at the time of the called-in emergency), no matter whether the employee worked less than 4 hours.

(v) Differentials and On-Call Pay

Differentials and on-call pay may be paid to employees in specific work environments and situations. Reimbursement shall be in accordance with the Contracting Officer approved differentials and on-call pay plan, and is limited to the following programs:

Program
Sensitive Compartmented Information Facility (SCIF) Differential
Classified Administrative Specialist (CAS) Differential
Night Shift Differential
Working Condition Differential (Z-Machine)
Incident Commander Differential
Uniformed Security Supervisor Differential
Tonopah Test Range and Nevada Test Range Differential
Nuclear Incident Response Program (NIRP) On-Call Pay
On-Call Pay
Document Control Stipend

(vi) Approval of Individual Compensation Actions in Excess of Salary Range

The Contractor shall obtain Contracting Officer approval for any proposed salary amount paid an employee in excess of the Contractor-established salary range 30 days prior to payment.

(vii) Severance Pay

The Contractor will be reimbursed for providing severance pay in the accordance with the following: 1) eligible, non-bargaining unit Contractor employees will receive a basic severance benefit that is equal to 2 weeks base rate salary; and 2) eligible, non-bargaining unit Contractor employees will receive a supplemental severance benefit equal to one week base rate salary for each full year of completed service, up to 24 weeks. In no event will the Contractor be reimbursed for providing severance to an employee to the extent the severance pay exceeds 26 weeks of base rate salary.

Bargaining employees are eligible for severance pay in accordance with their labor agreement.

(viii) Service Credit

Service Credit for cost reimbursement for employee benefits to include post-retirement benefit (PRB) eligibility will be determined in accordance with NNSA Supplemental Directive NA SD O 350.1, *M&O Contractor Service Credit Recognition*, or its successor.

(ix) Pay in Lieu Of Notice

In the event an Employee of the Contractor resigns and the Contractor determines the continued services of such Employee may create an immediate safety or security concern during the period of notice or if his/her presence at the work site during the notice period is not desired, the Contractor may pay the employee at his/her base pay for two (2) weeks in lieu of continuing the employee's employment for two weeks.

(x) Retention Incentive and Sign-On Bonus Plans *(Modified 0180*)

(1) The Contractor may implement a retention incentive plan to retain employees with critical skills, and/or high demand skills needed to meet near-term mission priorities in accordance with the Contracting Officer approved plan.

(2) The Contractor may implement a sign-on bonus plan to attract critical skill, high demand talent, in accordance with the Contracting Officer approved plan.

(3) Subject to the availability of funds, the cumulative budget for these plans shall not exceed 0.25% of payroll per calendar year. No later than April 1st of each year, the Contractor shall provide a report that includes, but is not limited to: each incentive accepted by employee number; offer to acceptance ratio; duration of the retention period; critical skill or hard-to-recruit talent being addressed; exceptions to policy; retention of employees in these programs; plans to realign the program(s) as mission priorities evolve; and overall program effectiveness.

3.0 Labor Relations – Collective Bargaining Agreements *(Modified 0063)*

Costs of wages, fringe benefits, and other expenses incurred pursuant to the provisions of collective bargaining agreements and revisions thereto are allowable costs provided the Contractor adheres to requirements provided in Appendix A, Statement of Work, Chapter III, Section 7.0, Labor Relations for the following Collective Bargaining Agreements:

- Collective Bargaining Agreement with the Metal Trades Council, AFL- CIO.
- Collective Bargaining Agreement with the Office & Professional Employees International Union Local 251 AFL-CIO.
- Collective Bargaining Agreement with the Security Police

Association (SPA).

Expenses associated with employee representation activities that are not prohibited by Section 302 of the Labor Management Relations Act, 29 U.S.C. § 186, or any other applicable law or regulation, are allowable costs.

4.0 Group Insurance and Legally Required Payments *(Modified 0063)*

(i) General Provisions Costs incurred in implementing, administering, and funding comprehensive DOE/NNSA approved group insurance plans are allowable. Administrative costs associated with the effective administration of the plans include such items as publicizing, enrolling, maintaining records, and providing employees with assistance in understanding and collecting their benefits.

(1) Annual renewal of the group insurance policies, certificates and accounts, cost-sharing arrangements, renewal of Group Services Agreements establishing new premium rates and the implementation of changes of minor significance does not require Contracting Officer approval.

(ii) The costs related to the following types of benefit plans are allowable:

(1) Short Term Disability
(2) Long-Term Disability
(3) Group Life Insurance
(4) Accident/Business Travel Accident Insurance
(5) Dental
(6) Medical
(7) Vision
(8) Retiree Health and Welfare Benefits
(9) Worker's Compensation

(iii) Reasonable administrative costs of providing voluntary benefit plans to employees that are 100% employee paid are allowable unless otherwise determined by the Contracting Officer. A summary of the administrative costs for these benefits will be provided to the Contracting Officer no later than February 1st after the program year has ended.

5.0 Displaced Workers Medical Benefits Program (DWMBP) *(Modified 0063)*

The Contractor may provide Displaced Workers Medical Benefits to displaced workers if provision of such benefit is set forth in the Contractor's workforce restructuring plan that is approved by DOE/NNSA (see Section J, Appendix A, Statement of Work, Chapter III Section 3.2 *Reductions in Contractor Employment - Workforce Restructuring,* Section 3.2.2.2).

Benefits under the DWMBP are available to displaced workers who are not eligible for health insurance coverage under another plan, e.g., another employer's health plan, the

Contractor's retiree medical plan, a spouse's medical plan or Medicare. Generally, DWMBP benefits are as follows (note: NNSA may approve Contractor workforce restructuring plans that

include less years of coverage):

(i) For the first 12-month period after the termination date, the Contractor shall continue to pay the employer portion of the medical premium and the separated employee will pay a premium equal to the monthly premium paid by active employees for the type and level of coverage the separated Employee has at the termination Date.

(ii) Beginning in the second year after the termination date, the separated employee will be responsible for one-half of the full Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) rate for this coverage and the Contractor shall pay the remainder.

(iii) Beginning in the third and final year of the DWMBP, the separated employee will be responsible for paying the full COBRA. At the end of the third year the employee's coverage eligibility ends.

6.0 Retirement Plans *(Modified 0018 and Replaced 0116)*

(i) The Contractor shall administer the following plans:

1. **Defined Benefit Plan (DB):**

   - NTESS Retirement Income Plan

2. **Nonqualified Benefit Plans:**

   - NTESS 401(a)(17) Restoration Plan
   - NTESS Mid-Career Retirement Plan
   - NTESS Non-Qualified Pension Plan
   - NTESS 415 Excess Benefit Plan

3. **Defined Contribution (DC) Plan:**

   - NTESS Savings and Income Plan

(ii) General Provisions

Reasonable costs involved in implementing, administering, and funding DOE/NNSA approved retirement plans are allowable. Employer related administrative costs of the plans shall be paid out of plan assets, to the extent possible. Reasonable administrative costs associated with the effective administration of the plans include such items as publicizing, enrolling, maintaining records, and providing employees with assistance in understanding and collecting their benefits. In addition, only compensation reimbursed by DOE/NNSA under the Contract is authorized to be considered as eligible earnings for purposes of the qualified plans.

(iii) Qualified Defined Contribution Plan

Contractor funds contributed on behalf of participating employees, who cancel their participation in the plan or whose employment is terminated, which are not vested pursuant to the provisions of the plan, shall be used to offset the Contractor's contributions obligated to be made on behalf of other participants in the plan. In the event this Contract with the Contractor is terminated, funds not committed to participants pursuant to provisions of the Plans in effect at Sandia National Laboratories shall be returned to DOE/NNSA.

(iv) Non-Qualified Plans

The Contractor will be reimbursed for costs for the Nonqualified Plans only in accordance with the following:

1. As of the first day of the Base Term of the Contract, the NTESS 401 (a)(17) Restoration Plan will accept no new entrants. The only participants in this plan will be the individuals listed in Appendix B of the NTESS 401(a)(17) plan document as of May 1, 2017.

   Eligible compensation for purposes of the NTESS 415 Excess Benefit Plan and/or NTESS 401(a)(17) Restoration Plan shall be limited only to the compensation reimbursed under the Contract. Benefits calculated on DB plan service and earnings under previous contracts continue to be allowed for reimbursement under this contract.

2. Any necessary changes to the NTESS 401(a) (17) Restoration Plan that need to be made to effect the participation and compensation limitations set forth in 6.0(iv)(1-2) of this Appendix, shall be made no later than 120 days after the effective date the Contract is awarded.

3. Sandia Corporation 415 Excess Benefit Plan shall be terminated no later than 120 days after the effective date of the Contract.

The Non-Qualified Plans are funded on a pay as you go basis. The plans and amendments thereof require approval of the Contracting Officer. No later than 60 days after the end of the fiscal year, the Contractor shall report the following data to the Contracting Officer: number of individuals receiving benefits, benefits amount paid to include supporting data to determine the benefit paid; and any other data as requested by the Contracting Officer.

7.0 Paid/Unpaid Time Off *(Modified 0063, 0192)*

The Contractor may implement the following paid and unpaid time off programs in accordance with the Contracting Officer approved plan, and in addition to Section 4.0, Group Insurance and Legally Required Payments, paragraph (ii).

(i) Holiday: Up to 13 holidays within a calendar year at the basic rate of pay.

(ii) Vacation: Up to 200 hours vacation accrual based on service as noted below, with an option to buy additional vacation hours, and vacation donation for an applicable emergency.

Years of Service	**Vacation Days**
New Hire	15
1 – 2 Years	15
3 – 4 Years	18
5 – 9 Years	20
10 – 14 Years	22
15 – 19 Years	24
20+ Years	25

(iii) Sickness Absence: Up to 6 weeks of paid sickness absence at the basic rate of pay, and 20 weeks at a percentage of pay, to include 6 weeks of Family Leave.

(iv) Other Allowable Paid Leave:

(1) Paid Absence: Up to 40 hours for bereavement, incidental family care, tribal appointments, and regulatory required time off, and up to 20 hours for voluntary firefighter time (excluding time incurred to travel or for training)

(2) Jury/Witness Duty

(3) Work Closure

(v) Unpaid Leave: Unpaid absences and leaves of absence may be granted in the following categories:

(1) Excused Unpaid Time: Up to 160 hours for one-time emergencies that require an employee's immediate attention when no other options are available.

(2) Unpaid Leaves of Absence: Up to 12 months for Personal Leave of Absence or Child Care Leave of Absence; up to 36 months for Educational Leave of Absence or Special Leave of Absence; and up to 60 months for Military Leave of Absence.

(vi) Military Leave of Absence

Military Leave of Absence for training that is consistent with the provisions established in 5 U.S.C. 6323 shall, at minimum, comply with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such plan shall be subject to Contracting Officer approval if it provides more benefits than are required by law.

(vii) Security Leave (Suspension of Access Authorization)

If the access authorization of a contractor employee is suspended by direction of the Manager (as that term is defined in 10 C.F.R. 710.5), the Contractor may transfer the employee to work not requiring access authorization if such work is available, without reducing the employee's base compensation. If the Contractor determines that no work is available, which does not require access authorization or it is not in its best interest to provide such work, the Contractor may put the employee on unpaid leave until final disposition of the matter.

If at any stage of the access authorization procedure following a suspension or at the conclusion of the administrative review process provided under 10 CFR Part 710, the employee's access authorization is reinstated, the Contractor will offer the employee reinstatement in the same or a comparable position to the one held prior to suspension, if available.

8.0 Training and Education *(Modified 0032, 0063)*

(i) General

(1) The training and education shall be directly related to the employee's current position or to another position to which the employee may reasonably be moved.

(2) The Contractor shall establish written procedures outlining a system of approval for all requests for training and education. Such system shall provide an approval structure for in-house and outside training programs and educational assistance. Local colleges and universities will be utilized as primary sources.

(3) Per FAR 31.205-44, overtime compensation for training and education is unallowable.

(ii) Training

(1) Internal Training Programs - Internal training programs may include but are not limited to orientation, job training, supervisory training, and executive development. Such training programs may be conducted during employee's workday or after hours. Reasonable costs of in-house training including necessary equipment, materials, and instructor personnel are allowable.

(2) External Training Programs - Employees may be selected by the Contractor to participate in job related training courses, technical meetings, professional society meetings, seminars, conferences, and other specialized training courses away from the site(s) facilities. Allowable costs for such training courses may include employee's regular pay, travel and subsistence expenses in accordance with the Federal Travel Regulation, and the cost of tuition, fees, and course materials. Business travel and conference management shall be

managed in accordance with the DOE/NNSA conference management requirements.

(iii) Education (*Modified 0063*)

Education costs may be paid to employees participating in the programs listed below, in accordance with the Contracting Officer approved plan.

NTESS Program	**Description**
Full Time	For existing employees to pursue a graduate degree in a critical skill field. Employees must be enrolled in a full-time graduate program to be eligible for reimbursement. The program is limited to a maximum of 2 years, or the length of the program, whichever is less.
Part Time	For employees pursuing graduate degree in a critical skill field while continuing to work 30 hours per week. Employees must be enrolled in a full-time graduate program to be eligible for reimbursement.
Tuition Assistance	Tuition for employees taking courses or working toward an associate, bachelor, or graduate degree on-line or at a local university while working full-time. Employee working part time are eligible for half of a full-time employee's benefit. Tax assistance will not be provided for any tuition assistance.

(iv) Retraining

When a layoff occurs or is contemplated, affected employees who have completed the service requirement, as determined by the Contractor, may be retrained to learn necessary skills for jobs at SNL for which there are vacancies or for which the employees have transfer rights.

9.0 Travel, Relocation, and Subsistence

(i) The Contractor may pay transportation, lodging, meals, and incidental expenses for travel that is in conjunction with, and required for, the performance of work under this Contract. Travel costs shall be allowable to the extent they are incurred in accordance with the FAR, DEAR, and Federal Travel Regulation (FTR) and do not exceed the maximum per diem rates in effect at the time of travel set forth in the FTR, prescribed by the General Services Administration.

(ii) The Contractor may deviate from this Appendix in specific instances where it is determined and approved by the Contracting Officer to be economically advantageous to DOE/NNSA and to the extent such deviations conform to regulations and law. The Contractor will maintain records for audit review.

(iii) Relocation expenses shall be incurred in accordance with the provisions, limitations

and exclusions of the FAR and the Federal Travel Regulation. Relocation provisions are allowable for exempt employees, non-exempt technologist employees, and union technical trades employees.

10.0 Recruiting

(i) The costs of recruitment of personnel including cooperative education programs, internship programs, nominal costs for promotional items for recruitment purposes, employment advertising, services of staffing sourcing vendors, services of employment agencies at rates not in excess of standard commercial rates, participation in corporate recruiting activities, campus recruiting, career fairs, and operation of recruiting stations are allowable.

(ii) Applicants who are requested by the Contractor to report for a pre-employment interview shall be allowed transportation expenses. Reasonable actual costs, not to exceed per diem, of lodging and meals and incidental expenses (M&IE) shall be allowed.

(iii) New or prospective employees may be reimbursed for costs of pre-employment physical examinations that are taken as specified by the Contractor if the prospective employee is actually placed on the payroll.

11.0 Special Employee Activities *(Modified 0121, 0192, 0271)*

(i) Recreation and Morale Building Benefits

Costs of conducting employee activities, including recreational programs and athletic programs for employees and their immediate families are allowable. The fees associated with employees and their immediate families participating in the recreation program through Lawrence Livermore National Laboratory are allowable under the cost ceiling for this program. The cost ceiling for this program shall not exceed $50 per employee, per year. Exceptions to this ceiling must be approved by the Contracting Officer.

(ii) Employee Recognition Programs

The Contractor may establish a recognition program for: Service Awards, Retirement Awards, Employee Recognition Awards, and Performance Awards, utilizing up to 0.185% of the base payroll of the prior fiscal year. Costs in excess of the authorized amounts shall require advance approval from the Contracting Officer. Upon request, the Contractor shall provide the Contracting Officer with a report that outlines the expenditures for each type of award category under the Program.

The contractor shall ensure documentation is maintained to validate the award criteria for this Program is being followed. The Contractor shall ensure employees are not eligible to receive more than one award for the same contribution/achievement or receive an award in successive years for the same contribution/achievement. The following are the types of employee recognition as part of the overall Program.

- Service and Retirement Awards:

  The Contractor may recognize employees for significant service milestone anniversaries and retirements with non-cash awards such as a presentation of a plaque, certificate, and/or gift commensurate with the employee's years of service.

- Employee Recognition Awards:
  The Contractor may recognize employees or groups of employees who have made significant contributions to SNL with non-cash awards such as a plaque, certificate, photograph, and memorabilia. Light refreshments (coffee, tea, soda, water) is an allowable cost that may be incurred for, and provided at, the ceremony.

- Performance Awards:
  The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Cash and non-cash awards may be provided to employees or groups of employees, but cash awards shall not be duplicative of any other award or incentive programs.

(iii) Adoption Assistance Program

Reasonable costs associated with the Contractor's Adoption Assistance Program are allowable. The Adoption Assistance program provides reimbursement of up to $2,500 per child for the expenses associated with adopting a child including reasonable and customary private/public adoption agency fees; legal fees; court fees; and temporary child care charges prior to placement in the employee's home.

(iv) Assignments to/from Honeywell International (Parent Company)

(1) The Contractor may loan, at no cost to the Government, individuals working under this Contract to other operations of parent company on a non-interference basis as determined by the Contractor. Loans longer than six months, regardless of the level of effort, require Contracting Officer approval.

(2) The Contractor may borrow employees from its parent corporation for incidental work under this Contract with prior Contracting Officer approval. Reimbursement of costs associated with a short-term assignment must be reasonable and allowable in accordance with this contract.

12.0 Community Involvement and Outreach *(Modified 0043)*

The Contractor may authorize employees to participate in educational and community outreach in accordance with its Community Outreach Plan approved by the Contracting Officer. The salaries, wages, and fringe benefits of employees while engaged in such approved activities

will be treated as allowable costs.

Educational and community outreach does not include activities conducted by elected or appointed officials during an employee's regularly scheduled workday. Compensation associated with educational and community outreach outside of the employee's normal work schedule shall not be reimbursed under the Contract. No later than November 1 of each year, the Contractor shall submit a report to the Contracting Officer on the types of usage and number of hours utilized in the prior fiscal year. The Contractor shall request Contracting Officer approval when changes are made to the Plan, or as directed by the Contracting Officer. Some examples of permissible educational and community outreach include, but are not limited to:

(i) Promotion of Science, Technology, Engineering, and Mathematics in the educational setting (elementary school through higher education institutions)
(ii) Science Bowl and Science Fairs
(iii) Blood bank drives
(iv) Charity drives
(v) United Way campaigns

SECTION J
APPENDIX D, Key Personnel

Title	Name	Effective
Laboratories Director	Laura McGill	05/01/2025
Deputy Laboratories Director – Chief Operating Officer	David Gibson	12/13/2021
Deputy Laboratories Director – Nuclear Deterrence Strategy & Portfolio Management and Chief Technology Officer	Rita Gonzales	05/10/2025
Deputy Laboratories Director – Integrated Security Missions	Deborah Frincke	01/12/2026
Mission Services Associate Laboratories Director	Josh Parsons	01/13/2025
Global Security Associate Laboratories Director	Justine Johannes	06/10/2022
National Security Programs Associate Laboratories Director	David Wiegandt (acting)[1]	02/02/2026
Nuclear Deterrence Components and Production Associate Laboratories Director	Steven P. Girrens	05/01/2017
Nuclear Deterrence Modernization and Stockpile Systems Associate Laboratories Director	Brad Boswell	10/06/2025
Integrated Security Solutions Associate Laboratories Director	Toby Townsend	06/14/2025
Advanced Science & Technology Associate Laboratories Director	Douglas B. Kothe	06/05/2023
Infrastructure Operations Associate Laboratories Director	Jeffrey Heath	04/04/2022

[1] The service requirement in clause Section B-4 *Key Personnel Replacement* is not applicable to this acting position until this position is permanently filled. All other applicable Contract terms and conditions, including but not limited to DEAR 952.215-70, apply to this acting position.

SECTION J,
APPENDIX E, SMALL BUSINESS SUBCONTRACTING PLAN

DOCUMENT REVISION HISTORY		
Revision	**Date**	**Change Description**
1 (Mod 0043)	2/20/2018	1) Replace the NTESS Program Administration identified in SECTION II. PROGRAM ADMINISTRATOR of the Plan: **From**: Delfinia L Salazar, Small Business Program Manager **Telephone:** (505) 284-8963; email: dlsalaz@sandia.gov **To**: Paul R. Sedillo, Small Business Program Manager **Telephone:** (505) 844-7041; email: prsedil@sandia.gov 2) Referred the point of contact identified in Section V. REPORTS AND SURVEYS that is responsible for the Individual Subcontracting Reports to SECTION II. PROGRAM ADMINISTRATOR of the Plan.
2 (Mod 0073)	9/17/2020	1) Modified SUBCONTRACTING PLAN OVERVIEW to remove references to the SBA All-Small Mentor-Protégé Program and align requirements for consistency with DEAR 919.70 – DOE Mentor-Protégé Program. 2) Revised Figure SB-2: NTESS Proposed Subcontracting Goals for FY17-FY22 (%) with negotiated FY2019 socioeconomic small business goals. 3) Revised SECTION III. EQUITABLE OPPORTUNITY AND OUTREACH EFFORTS to footnote references to matchmaking and align requirements for consistency with DEAR 919.70 – DOE Mentor-Protégé Program. 4) Adds the FY2018 earned fee pursuant to FAR 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (OCT 2014)
3 (Mod 103)	12/7/2020	1) Updated Figure SB-2 for FY20 and FY21 Goals 2) Updated Figure SB-3 with the Incentivized Categories for FY2020 and FY2021; the FY2020 Incentive Amount Earned; and FY2021 Maximum Available Incentive Amount 3) Updated Section II: Program Administration, paragraph 17, and Section IV: Subcontracting Plan Flow Down to coincide with the threshold changes in the FAR. 4) Removed "Field" from the NNSA Small Business Program Manager title in the individual report instructions table in SECTION V: REPORTS AND SURVEYS

DOCUMENT REVISION HISTORY		
Revision	**Date**	**Change Description**
4 (Mod 131)	11/22/2021	1) Updated Figure SB-2 for FY22 Goals. 2) Updated Figure SB-3 with the Incentivized Category for FY2022; the FY2020 and FY2021 Incentive Amount Earned; and FY2022 Maximum Available Incentive Amount. 3) Changed "period" to "term". 4) Corrected the title of DEAR 970.1907-4 throughout.
5 (Mod 147)	5/10/2022	1) Updated SUBCONTRACTING PLAN OVERVIEW teaming subcontractor partners. 2) Updated Section II: Program Administrator to include 10% pricing preference for HUBZone small business concerns in accordance with FAR 52.219-4. 3) Updated Section III: Equitable Opportunity and Outreach Efforts, paragraph 4 to include 10% pricing preference for HUBZone small business concerns in accordance with FAR 52.219-4. 4) Updated Section VII. Additional Subcontracting Plan Assurances, paragraph D, to reflect 15-day accelerated payments to small business subcontractors.
6 (Mod 166)	12/19/2022	1) Replace NTESS Program Administration identified in SECTION II. PROGRAM ADMINISTRATOR of the plan: **From:** Paul R. Sedillo, Small Business Program Manager **Telephone:** (505) 844-7041; email: prsedil@sandia.gov **To:** Laura Lovato, Small Business Program Manager **Telephone:** (505) 844-9260; email: llovato@sandia.gov 2) Updated SUBCONTRACTING PLAN OVERVIEW Mentor-Protégé Program period of performance: **From:** Each agreement will have a maximum duration of 3 years **To:** Each agreement will consist of two (2) base years, with three (3) one-year option periods, with mutual agreement of both parties. Total time in the program, including the exercise of options, will not exceed (5) years. 3) Updated SUBCONTRACTING PLAN OVERVIEW Mentor-Protégé Program period of performance to include, "through opportunities that support mission needs." 4) Updated IDENTIFICATION DATA, Total Contract Amount: **From:** Total Amount of Contract: Transition and Base Terms: $13,015,548,428 (estimated); Option Terms: $13,000,000,000 (estimated) and Contract Period of Performance: Option Terms: May 1, 2022 – April 30, 2027.

		To: Total Contract Value[3] (Transition, Base, and All Options): $43,111,942,381 5) Updated IDENTIFICATION DATA, Contract Period of Performance: **From:** Option Terms: May 1, 2022 – April 30, 2027 **To:** Option Terms (all option terms exercised via modification 0144): May 1, 2022 – April 30, 2027 6) Separated Figure SB-2: NTESS Proposed Subcontracting Goals [5] for FY17 – FY27 (%) into two charts; SB-1b and SB-2a. SB-1b displays the base years, FY17-FY22, while SB-2a displays the option years, FY23-FY27. 7) Added Figure SB-2b: NTESS Subcontracting Goals for FY23 (10/01/22-09/30/23) chart, which includes Total value of planned subcontracting dollars, Goals expressed in both dollars and percentage for the following: small business concerns, large business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. 8) Under chart, Figure SB-3: Small Business Incentive Fee History, added $100,000 to Incentive Amount Earned for FY2022, and for FY2023, added Service-Disabled Veteran-Owned Small Business as Incentivized Small Business Category, $100,000 for Maximum Available Incentive Amount, and Incentive Amount Earned: TBD. 9) Administrative and grammar changes: added commas, removed colons, and added 'of' after the word 'types' under Section I.C.1.

7 (Mod 200)	1/17/2024	1) Replaced NTESS Program Administration identified in SECTION II. PROGRAM ADMINISTRATOR of the plan: **From:** Laura Lovato, Small Business Program Manager **Telephone:** (505) 844-9260; email: llovato@sandia.gov **To:** Zach Mikelson, Small Business Program Manager **Telephone:** (505) 206-7944; email: zmikels@sandia.gov 2) Updated IDENTIFICATION DATA, Total Contract Amount: **From:** Total Contract Value[3] (Transition, Base, and All Options): $43,111,942,381 **To:** Total Contract Value[3] (Transition, Base, and All Options): $43,805,325,986 3) Updated Figure SB-2a: **Added:** Column for NTESS Subcontracting Goals for FY24 (10/01/23-09/30/24) chart percentage for the following: small business concerns, large business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. Updated Outstanding Option years: **From:** FY 24-27 **To:** FY 25-27 4) Figure SB-2b **Updated:** NTESS Subcontracting Goals for FY24 (10/01/23- 09/30/24) chart, which includes Total value of planned subcontracting dollars, Goals expressed in both dollars and percentage for the following: small business concerns, large business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. 5) Under chart, Figure SB-3: Small Business Incentive Fee History **Added:** $100,000 to Incentive Amount Earned for FY2023, and for FY2024, added HUBZone Small Business as Incentivized Small Business Category, $100,000 for Maximum Available Incentive Amount, and Incentive Amount Earned: TBD. 6) Administrative and grammar changes: added commas, spaces, and periods.

8 (Mod 234)	11/26/2024	1) Updated IDENTIFICATION DATA, Total Contract Amount: **From:** Total Contract Value[3] (Transition, Base, and All Options): $43,805,325,986 **To:** Total Contract Value[3] (Transition, Base, and All Options): $45,930,527,716 2) Updated Figure SB-2a: **Added:** Column for NTESS Subcontracting Goals for FY25 (10/01/24- 09/30/25) chart percentage for the following: small business concerns, large business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. Updated Outstanding Option years: **From:** FY 25-27 **To:** FY 26-27 3) Updated Figure SB-2b NTESS Subcontracting Goals for FY25 (10/01/24- 09/30/25) chart, which includes Total value of planned subcontracting dollars, Goals expressed in both dollars and percentage for the following: small business concerns, large business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. 4) Under chart, Figure SB-3: Small Business Incentive Fee History **Added:** $100,000 to Incentive Amount Earned for FY2024, and for FY2025, added WOSB Small Business as Incentivized Small Business Category, $100,000 for Maximum Available Incentive Amount, and Incentive Amount Earned: TBD. 5) Under "This Subcontracting Plan includes the following elements" – bold title to reflect section and fixed bullet point format. 6) Administrative and format changes: charts made to font size 11, corrected format to Normal instead of Heading style, and added % to numbers for consistency of chart formatting.

9 (Mod 0250)	2/1/2025	1) Updated Mentor-Protégé Program (MPP) socioeconomic category language: **From:** Small Business Concerns **To:** SB concerns, particularly socioeconomic small businesses concerns, including small disadvantaged businesses (SDB), Historically Underutilized Business Zone (HUBZone), economically disadvantaged women-owned small business (EDWOSDB), service-disabled veteran-owned small businesses (SDVOSB), Historically Black Colleges and Universities (HBCU), and other minority institutions (MI) of higher learning. 2) Added MPP policy flash language: **Added:** by providing firms with appropriate developmental assistance in enhancing their capabilities, including their ability to successfully compete for subcontract opportunities. 3) Updated MPP policy flash language: **Moved:** SB concerns that have been in business for at least two years. **Updated/Modified/Added:** qualify as a SB and other socioeconomic category; (2) be eligible for receipt of government contracts; (3) have been in business for at least two (2) years prior to application for consideration; (4) be able to certify as a small business according to the North American Industry Classification System (NAICS) for the services or supplies to be provided by the Protégé under its subcontract with the Mentor, (5) demonstrate ownership and management commitment as a Protégé under the program, and (6) meet Sandia-specific mandatory requirements determined by internal sandia policy, Mentor organization(s), and industry compliance. 4) Administrative, grammar, and format changes: space or section breaks in word document corrected, spelling, current vs. past tense corrections, moved notes to align with charts, and added modification dates that were missing in revision history.
10 (Mod 0277)		1) Updated language in SECTION I: GOALS: **Removed language:** 60 days. **From:** NTESS will submit proposed subcontracting goals to NNSA 60 days prior to the beginning of each fiscal year during the term of this contract, or by such other date authorized in writing by the Contracting Officer. **To:** NTESS will submit proposed subcontracting goals to NNSA before or by the requested due date, which occurs prior to the beginning of each fiscal year during the term of this contract, or by such other date authorized in writing by the Contracting Officer. 2) Updated IDENTIFICATION DATA, Total Contract Amount: **From:** Total Contract Value[3] (Transition, Base, and All Options): $45,930,527,716

To: Total Contract Value[3] (Transition, Base, and All Options): $50,540,319,315

3) Updated Figure SB-2a:
Added: Column for NTESS Subcontracting Goals for FY26 (10/01/25-09/30/26) chart percentage for the following: small business concerns, SDB, WOSB, HUBZone Small Business, VOSB, and SDVOSB. Updated FY27 Option % to TBD.

4) Updated Figure SB-2b
Updated: NTESS Subcontracting Goals for FY26 (10/01/25- 09/30/26) chart, which includes Total value of planned subcontracting dollars, Goals expressed in both dollars and percentage for the following: small business concerns, large business concerns, SDB, and WOSB.

5) Under chart, Figure SB-3: Small Business Incentive Fee History:
Added: $100,000 to Incentive Amount Earned for FY2025. For FY2026, added Service-Disabled Veteran-Owned Small Business as Incentivized Small Business Category, $100,000 for Maximum Available Incentive Amount, and Incentive Amount Earned: TBD.

6) Updated: Section V: Reports and Surveys
From: eSRS
To: the new Federal Subcontracting Reporting Tool

Added: 15 days to reporting due dates after the close of each reporting period.
From: 30
To: 45

Updated: Reporting period chart.

7) Administrative, grammar, and format changes:
Changed:
From: Supplier Diversity Team
To: Strategic Sourcing Team

From: commits
To: committed

Added: dash (-) between flow-down

Corrected: multilevel format in Section VII. Additional Subcontract Plan assurance, B.

Updated:
From: NM Procurement Technical Assistance Programs (PTAPs) and Centers (PTACs)
To: New Mexico APEX Accelerators

Centered: titles in Figure SB-4

		Fixed: wording alignment to left, so that spaces did not occur between letters. **Updated:** • **From:** eSRS • **To:** the new Federal Subcontracting Reporting Tool 8) Updated Name of DOE Small Business Headquarters Office: **Updated:** • **From:** Office of Small and Disadvantaged Business Utilization (OSDBU) • **To:** Office of Small Business Programs (OSBP)

National Technology & Engineering Solutions of Sandia, LLC
Small Business Subcontracting Plan[1]

IDENTIFICATION DATA

Company Name:	National Technology & Engineering Solutions of Sandia, LLC
Dun & Bradstreet Number:	007113228
Address:	1515 Eubank Blvd SE Albuquerque, NM, 87123-3453
Prime Contract Number:	DE-NA0003525
Item/Service Provided:	Management & Operating Contract for Sandia National Laboratories
Total Amount of Contract[2]	Total Contract Value[3] (Transition, Base, and All Options): $50,540,319,315
Contract Period of Performance:	Transition Term: January 18, 2017 – April 30, 2017 Base Term: May 1, 2017 – April 30, 2022 Option Terms (all option terms exercised via modification 144): May 1, 2022 – April 30, 2027

[1] Per FAR 52.219-9, this Small Business Subcontracting Plan covers the entire contract period of performance including Transition, Base, and earned Option Terms. 2 Contract amount includes an estimated $3.1 billion annually plus estimated Transition costs. 3 Per the Federal Procurement Data System (FPDS) https://www.usaspending.gov and the new Federal Subcontracting Reporting Tool.

This Subcontracting Plan includes the following elements:

- Identification Data
- Subcontracting Plan Overview
- Plan Type
    - Section I. Goals
    - Section II. Program Administrator
    - Section III. Equitable Opportunity and Outreach Efforts
    - Section IV. Subcontracting Plan Flow-down
    - Section V. Reports and Surveys
    - Section VI. Records and Procedures
    - Section VII. Additional Subcontracting Plan Assurance

SUBCONTRACTING PLAN OVERVIEW

The National Technology & Engineering Solutions of Sandia, LLC (NTESS) Small Business (SB) Subcontracting Plan communicates the goals and methods supporting flow-down requirements in accordance FAR 52.219-9 entitled "Small Business Subcontracting Plan." Focus is placed on NTESS, a single purpose operating affiliate of Honeywell, which has established goals and will manage achievement of those goals through monitoring, measuring, and feedback analysis of administrative responsibilities, performance results, and small business outreach. The goals and results reported in this SB Subcontracting Plan are based on subcontracting activities associated with the Management and Operating (M&O) contract at Sandia National Laboratories (Sandia).

The integration of SB is not something NTESS does simply to meet National Nuclear Security Administration (NNSA) expectations; it is an important part of Honeywell's and its teaming subcontractors' culture and values. NTESS is solely owned by Honeywell. Teaming subcontractors are also represented by Universities Research Association, Inc., Peraton, Inc., Sandia Technical Partners LLC, and Longenecker and Associates Inc.

The Small Business Program Manager and Strategic Sourcing team help procurement personnel to identify potential opportunities for small business placement and provides assistance with tools, processes, systems, and training so that we are connected with the SB supply base and encourage engagement of SBs across the full contract scope.

NTESS seeks capable small, small disadvantaged (SDB), women-owned (WOSB), HUBZone, veteran-owned (VOSB), and service-disabled veteran-owned (SDVOB) businesses to successfully support our mission at Sandia. SB subcontracting results are achieved through procurement strategy and business outreach. We incorporate outreach as a strategy to be involved in the business community and identify new supplier sources. NTESS will be actively engaged with affiliate organizations that help us accomplish outreach objectives throughout the year. Our objective is for NTESS's engagement with SB development to be incorporated into all phases of our supply chain management processes.

NTESS' core values include a commitment to ensure SB participation in significant and complex aspects of the site's mission. We believe that such SB participation will support project goals, positively affect the local and regional communities, and provide a foundation for growth and expansion. Each line manager is personally responsible and accountable for using SB concerns within their areas of responsibility. We measure their performance against the goals as part of their performance evaluations.

NTESS's approach is built on the belief that SBs should receive a durable benefit from supporting meaningful aspects of operations where their skills, innovation, and acumen allow us to safely accomplish the Sandia mission. Examples include identifying needed support of existing scope, including more challenging tasks/projects (e.g., design tasks, testing, and support to cutting edge R&D activities) and establishing a long-term based presence (e.g., environmental compliance support).

We have identified two SB concerns in this proposal that will perform services under the Sandia M&O contract. Sandia Technical Partners (STP) is a joint venture of four New Mexico-based SBs with a variety of technical capabilities aligned to Sandia mission areas. The partners are Los Alamos Technical Associates (LATA); Strategic Management Associates, Inc. (SMSI); Innovative Technology Partnerships (ITP); and Sigma Sciences, Inc. (SSI). We will employ STP on projects relating to the members' core competencies. Longenecker & Associates, a WOSB, will support Sandia safety, quality, and project delivery activities.

One of the ways that we plan to increase SB participation is through implementation of a Mentor-Protégé program utilizing the Department of Energy (DOE) Mentor-Protégé program. NTESS's program will seek SB concerns, particularly socioeconomic small businesses concerns, including small disadvantaged businesses (SDB), Historically Underutilized Business Zone (HUBZone), economically disadvantaged women-owned small business (EDWOSDB), service-disabled veteran-owned small businesses (SDVOSB), Historically Black Colleges and Universities (HBCU), and other minority institutions (MI) of higher learning that have not previously participated in a Department of Energy (DOE) Mentor-Protégé Program. Through this approach, we provide fair opportunities for established SB concerns by providing firms with appropriate developmental assistance in enhancing their capabilities, including their ability to successfully compete for subcontract opportunities.

We will select prospective protégés based on specific Sandia mission needs and ongoing/projected work scope. For example, we will seek protégés in the areas of research and development (advanced materials, bioscience, nanodevices), cybersecurity, waste management, project management/project controls, and environmental, safety, health, and quality compliance. Our selection criteria includes: (1) qualify as a SB and other socioeconomic category; (2) be eligible for receipt of government contracts; (3) have been in business for at least two (2) years prior to application for consideration; (4) be able to certify as a small business according to the North American Industry Classification System (NAICS) for the services or supplies to be provided by the Protégé under its subcontract with the Mentor, (5) demonstrate ownership and management commitment as a Protégé under the program, and (6) meet Sandia-specific mandatory requirements determined by internal sandia policy, Mentor organization(s), and industry compliance.

We commit to establish up to three DOE Mentor-Protégé (MP) agreements within the first five years of the contract period of performance. Each agreement will consist of two (2) base years, with three (3) one-year option periods, with mutual agreement of both parties. Total time in the program, including the exercise of any options, will not exceed five (5) years. This timeframe allows sufficient time to establish clear, achievable goals for our protégés and maintain focus on their development progress through opportunities that support mission needs. This approach also allows us to continue to provide Mentor- Protégé opportunities to other capable SB concerns.

We will mentor our SB protégés to help them strengthen their core competencies; recommend improvements to financial, administrative, and other functions/systems; and help them prepare for additional work. If necessary, we will use a variety of tools to locate and use SB entities from a variety of categories, from the local area as well as across the state and nationwide.

NTESS will leverage the small business program knowledge and performance of Honeywell to ensure that the Sandia SB Plan meets or exceeds the established goals.

Plan Type: Individual Subcontracting Plan

All elements are developed specifically for the entire contract period of performance (including earned option terms) of this contract. Projected dollar and percentage goals are based on subcontracting activities associated with NTESS' contract (DE-NA0003525) with NNSA.

SECTION I: GOALS

In accordance with DEAR 970.1907-4 Subcontracting Plan Requirements, NTESS will submit proposed subcontracting goals to NNSA before or by the requested due date, which occurs prior to the beginning of each fiscal year during the term of this contract, or by such other date authorized in writing by the Contracting Officer. The goals will be negotiated once each fiscal year and the agreement between NTESS and the Contracting Officer will be communicated in writing. This submittal will include subcontracting goals for SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB; all are collectively referred to as "small business concerns." Goals are based on separate dollars and percentages for each small business concern category as specified in FAR 52.219-9. Subcontracting dollars with Alaskan Native Corporations (ANC) and Indian Tribes are counted towards achievement of subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian Tribe.

DEAR 970.1907-4, Subcontracting Plan Requirements states: "Pursuant to the clause at 48 CFR 52.219-9 Small Business Subcontracting Plan, which is required for all management and operating contracts, each management and operating contract shall include a subcontracting plan which is effective for the term of the contract. Goals for the contract shall be negotiated annually when revised funding levels are determined. The plan should include provisions for revising the goals or any other sections of the plan. Such revisions shall be in writing, approved by the contracting officer, and shall be specifically made a material part of the contract."

The partial-FY2017 proposed goals outlined in this section are based on the estimated budget and forecast of procurement requirements, including those for Large Business (LB) concerns. We have used Sandia Corporation's FY 2016 plan goals as the baseline for this plan. Dollar values in this plan reflect the five-month period of performance in FY 2017, preceding Transition term, and start of the Base term of the Contract.

NTESS will ensure ethical and accurate reporting standards in support of the goals proposed in this Small Business Subcontracting Plan. Our good faith effort to achieve small business subcontracting goals includes on-going commitment and involvement with small businesses through outreach efforts both at the local and national levels.

I.A.1. Proposed Small Business Goals

SB goals, shown in **Figure SB-1**, are expressed in terms of a percentage of total planned subcontracting dollars. The proposed goals are applicable to the contract period of performance in accordance with DEAR 970.1907-4, *Subcontracting Plan Requirements.* In developing these goals, we considered the site's historical performance in each category, our parent company's lists of subcontractors, and our ability to quickly expand our SB suppliers list by identifying more SBs.

As shown in **Figure SB-2a**, NTESS committed to raising its overall small business goals by 2% per year for the first five years of the contract to 60% by FY 2022; small business socio-economic categories may be renegotiated annually per DEAR 970.1907-4. Figure SB-2b, shows the negotiated goals.

The goal forecast is prepared from this subcontracting dollar base and is adjusted by allowable M&O subcontracting exclusions for subcontract dollars with foreign-owned businesses, parent company affiliate businesses, exclusions consistent with 13 CFR 125.3 and exclusions designated by the Contracting Officer.

Figure SB-1a: NTESS Proposed Subcontracting Goals for FY17 (1/18/17 – 9/30/17)

FY2017 Contract Value (1/18/17 – 9/30/17)	$1,098,881,761 [2]
Total value of planned subcontracting *(This forecast total represents all business types)*	$425,466,667 [3]

Goals are expressed in both dollars and percentages	**Dollars**	**Percentages**
a. Small Business concerns	$212,733,333	50.0%
b. Large Business concerns	$212,733,333	50.0%
Total Subcontracting Amount:	$425,466,667	100.0%

Small Business Categories	**Dollars**	**Percentages**
c. SDB	$42,546,667	10.0%
d. WOSB	$42,546,667	10.0%
e. HUBZone Small Business	$12,764,000	3.0%
f. VOSB	$21,273,333	5.0%
g. SDVOSB	$12,764,000	3.0%

[2] Value derived by prorating 5/12 (five months) of estimated contract value ($2.6 billion annually) plus approximately $15.5 million of Transition costs per Contract No. DE-NA0003525.

[3] Value derived by prorating 5/12 (five months) of SB subcontracted dollars ($1 billion annually) plus approximately $8.8million of subcontracts related to the Transition Term of Contract No. DE-NA0003525.

Figure SB-1b: NTESS Subcontracting Goals [4] for FY17 – FY22 (%)

Small Business Category	Transition + Base Terms					
	FY17	**FY18**	**FY19**	**FY20**	**FY21**	**FY22**
Small Business (%)	50%	52%	54%	56%	58%	60%
Small Disadvantaged Business (%)	10%	10%	12%	12%	13%	15%
Women-Owned Small Business (%)	10%	10%	10%	10%	10%	10.5%
HUBZone Small Business (%)	3%	3%	3%	3.5%	3.75%	4%
Veteran-Owned Small Business (%)	5%	5%	6%	7%	7%	7%
Service-Disabled Veteran- Owned Small Business (%)	3%	3%	3.5%	5%	5.5%	5.5%

[4] Overall Annual Small business goal and small business socio-economic categories may be renegotiated annually per DEAR 970.1907-4

Figure SB-2a: NTESS Subcontracting Goals for FY23-26 and Proposed Subcontracting Goals for FY27 (%)

Small Business Category	Option Terms				
	FY23	**FY24**	**FY25**	**FY26**	**FY27**
Small Business (%)	60.5%	61%	53%	49%	TBD
Small Disadvantaged Business (%)	15.5%	16%	16.25%	10%	TBD
Women-Owned Small Business (%)	10.5%	10.5%	10.5%	9.25%	TBD
HUBZone Small Business (%)	4%	3.75%	3%	3%	TBD
Veteran-Owned Small Business (%)	7%	7%	7%	7%	TBD
Service-Disabled Veteran- Owned Small Business (%)	6%	6.25%	5%	5%	TBD

Figure SB-2b: NTESS Subcontracting Goals for FY26 (10/01/25 – 09/30/26)

Total value of planned subcontracting *(This forecast total represents all business types)*	$1,650,000,000

Goals are expressed in both dollars and percentages	**Dollars**	**Percentages**
a. Small Business concerns	$808,500,000	49%
b. Large Business concerns	$841,500,000	51%
Total Subcontracting Amount:	$1,650,000,000	100%

Small Business Categories	**Dollars**	**Percentages**
c. SDB	$165,000,000	10%
d. WOSB	$152,625,000	9.25%
e. HUBZone Small Business	$49,500,000	3.00%
f. VOSB	$115,500,000	7%
g. SDVOSB	$82,500,000	5.00%

Section I.B.1. – Incentive Subcontracting Program

This contract contains a Small Business Incentive Fee in accordance with FAR 52.219-10, *Incentive Subcontracting Program*. **Figure SB-3** lists the history of the small business incentive fee on this contract.

Figure SB-3: Small Business Incentive Fee History

Fiscal Year	**Incentivized Small Business Category**	**Maximum Available Incentive Amount**	**Incentive Amount Earned**
FY 2018	Service-Disabled Veteran-Owned Small Business	$100,000	$100,000
FY2019	HUBZone Small Business	$100,000	$100,000
FY2020	Service-Disabled Veteran-Owned Small Business	$100,000	$100,000
FY2021	HUBZone Small Business	$100,000	$100,000
FY2022	Small Disadvantaged Business	$100,000	$100,000
FY2023	Service-Disabled Veteran-Owned Small Business	$100,000	$100,000
FY2024	HUBZone Small Business	$100,000	$100,000
FY2025	Woman Owned Small Business	$100,000	$100,000
FY2026	Service-Disabled Veteran-Owned Small Business	$100,000	TBD

TBD = To Be Determined

Section I.C.1. - Description of all the principal types of products and services that will be acquired under the initial year of this Contract

In order to establish realistic and meaningful goals for this plan, we conducted a survey of SB providers. The results of that survey, as shown in **Figure SB-4**, confirmed that the SB community is capable of meeting requirements across a significant fraction of Sandia's work areas. NTESS' goal is to subcontract with all SB concerns in all potential categories to the maximum extent possible. NTESS will update the results of this survey periodically to ensure that all viable SB suppliers are given appropriate consideration.

Figure SB-4 provides the principal supplies and services planned for subcontracting to SB concerns. NTESS's goal is to use SB concerns to the maximum extent possible within each applicable North American Industry Classification System (NAICS) and SB socioeconomic category.

Figure SB-4. Principal Supplies and Services Subcontracting Opportunities

SOW Chapter II	Product/Service	SB Concern						Large
		SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	
1.0, 2.0	Scientific, engineering, and technical staff augmentation	X	X	X	X	X	X	X
2.7	Safety management expertise	X	X		X	X	X	
2.15	Emergency planning support and equipment	X	X	X	X			X
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7	R&D support	X	X		X	X	X	X
1.9	LDRD S&T services	X	X			X	X	X

Figure SB-4. Principal Supplies and Services Subcontracting Opportunities								
SOW Chapter II	Product/Service	SB Concern						Large
		SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	
2.11	Construction	X	X	X	X	X	X	
2.8, 2.9	Environmental restoration and waste management support	X	X	X	X	X	X	X
1.11	Safeguards and security technology program	X	X	X		X	X	X
2.10	Laboratory facilities O&M	X	X	X	X	X	X	X
2.3	Project controls support	X	X		X	X	X	X
2.4	IT and cybersecurity support	X	X	X	X	X	X	X
2.4	Computer hardware/software	X	X	X	X	X	X	X
1.1.8 (iii) 2.12	Calibration services for diagnostic equipment Training programs support	X X	X	X X	X	X X	X X	X X
1.1.1.5	Machining (e.g., grinding, glazing, cutting, and smoothing of metals)	X	X	X	X		X	
2.10	Maintenance support (equipment, roads, facilities, automotive supplies)	X	X	X	X	X	X	
2.4	Telecommunications, electronics equipment, and supplies (e.g., routers, switches, network support)	X	X	X	X	X	X	X
1.1.1.4	Scientific Capabilities, Experiments, and Tests	X				X	X	X
2.16	Records management support	X	X	X	X	X	X	X
2.14	Real property and asset management support	X	X	X	X	X	X	X
2.10	Utility operations support (e.g., chemicals, personal protective equipment, tools, equipment rental/leases)	X	X	X	X	X	X	X
2.16	Administrative support	X	X	X	X	X	X	X

SECTION l. D. 1 Method Used to Develop Subcontracting Goals

The method and quantitative basis (in dollars) used to establish the percentage goals and the areas to be subcontracted to all SB concerns involved a detailed analysis of the following.

- Contract SOW and expected project funding
- Data from NTESS's parent company including past experience with the development and implementation of SB subcontracting programs
- Consideration of local, state, and federal regulations and guidelines
- Information on SBs that NTESS have successfully used at other locations
- Analysis of the Sandia procurement historical data and experience
- Anticipated program requirements based on program objectives
- Published SB databases with accurate company size, capability, and experience information in order to expand upon our list of capable SB concerns to be considered for future subcontracting opportunities.

SECTION I. E. 1 Method Used to Identify Potential Sources for Solicitation Purposes

NTESS will work closely with local, state, and national sources such as Chambers of Commerce, SB development organizations and trade associations to develop a valid and dynamic source list of capable small businesses.

NTESS will rely on the information contained in System for Award Management (SAM) found at https://www.sam.gov as an accurate representation of a SB concern's size and ownership characteristics for the purposes of maintaining a SB source list. In circumstances where a subcontractor is not registered in SAM, NTESS will leverage its existing Supplier Data Sheet process. In addition to the SAM website, NTESS will participate in outreach activities, utilize the SBA's Dynamic Small Business Search Tool, and publicize our subcontracting opportunities on Internet resources such as the DOE Office of Small Disadvantaged Business Utilization's acquisition forecast. NTESS will also participate in regional and national socioeconomic trade fairs, when possible, to identify new potential small business sources.

Sources we will use to locate small business concerns include–

- Sandia's Business Opportunity Website
- DOE Office of Small Disadvantaged Business Utilization
- NNSA Small Business Program
- Albuquerque, NM Chambers of Commerce
- Livermore, CA Chambers of Commerce
- Hispanic, Native American, and African American Chambers of Commerce
- Livermore, CA Hispanic and Asian Chambers of Commerce
- Albuquerque and Livermore Women's Chamber of Commerce
- Albuquerque Small Business Development Center
- Southwest Minority Supplier Development Council
- Honeywell nation-wide Supplier Diversity Programs

SECTION I.F.1 Indirect Cost Statement

Indirect costs are not included in the SB concerns goals established in this subcontracting plan.

SECTION II: PROGRAM ADMINISTRATOR

The subcontracting plan is administered by NTESS to assure that provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the Contracting Officer in writing and will not require immediate Contract modification. Changes, if any, will be included in the next applicable supplement agreement Contract modification.

Name:	Zach Mikelson
Title:	Small Business Program Manager (SBPM)
Address:	P.O. Box 5800, MS-1486 Albuquerque, NM 87185-1486
Telephone:	(505) 206-7944
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The Small Business Program Manager (SBPM) has general overall responsibility for the NTESS Small Business Subcontracting Program that involves developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties include, but are not limited to, the following activities:

1. Developing and promoting company/division policy statements that demonstrate NTESS's support for awarding contracts and subcontracts to SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns.
2. Assuring that capable SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns are included on requests for information (RFI), or proposal (RFP) lists for applicable subcontract solicitations. Ensuring that procurement procedures are designed to permit the maximum possible participation of SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns.
3. Applying a 5% pricing preference for New Mexico-based SBs on appropriate procurements to encourage the development of local suppliers.
4. Reviewing acquisitions (e.g., reviewing for set-aside opportunities, promoting opportunities via Sandia's Business Opportunities Website, etc.) over the most current simplified acquisition threshold to ensure maximum small business participation and for statements and clauses which might tend to restrict or prohibit SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB participation, in accordance with NTESS policies.
5. Coordinating Mentor-Protégé schedule of activities and reporting to the Office of Small Business Programs (OSBP) Headquarters.
6. Conducting Buyer Socioeconomic training.
7. Conducting periodic reviews of internal processes governing supplier source selection.
8. Supporting outreach with business development organizations in New Mexico, California, and nationally by attending, sponsoring or arranging for the attendance of

company representatives at business events that facilitate SB sourcing efforts. Events include workshops, minority business enterprise seminars, business expositions, matchmaking [5], conferences, and other outreach programs.

9. Encouraging lower-tier subcontractor participation in local and national small business outreach events through notification of events and opportunities to participate.
10. Ensuring support of external SB supplier award nominations. Provide nomination criteria and assist staff with process.
11. Creating and maintaining an SB Web page for SB informational purposes.
12. Counseling SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns on subcontracting opportunities and how to do business with NTESS.
13. Providing notice to subcontractors concerning penalties for misrepresentations of business status as SB, HUBZone, SDB, WOSB, VOSB, or SDVOSB concerns to obtain a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
14. Monitoring NTESS's performance and making any adjustments necessary to achieve subcontract plan goals.
15. Preparing and submitting timely reports in the new Federal Subcontracting Reporting Tool and the Management and Operating Contractor (M&O) Subcontract Reporting Capability (MOSRC).
16. Coordinating company activities during SB compliance reviews by federal agencies.
17. Ensuring that SB subcontracting plans are required for large businesses that receive subcontracts exceeding the current Federal Acquisition Regulation threshold. Reviewing these plans and monitoring progress to ensure SB goals are achieved. Any deviations must be justified and fully explained by the subcontractor.
18. Establishing and maintaining contacts and communication with parent organizations and network with other SB Program Managers within parent organizations to support, implement, or enhance the NTESS SB program.
19. Working with the Procurement Director to form a Small Business Steering Committee made up of senior leaders from each major area of Sandia spend. Utilize the Steering Committee for strategic planning, resource, and goal evaluation and to help ensure that key managers/requisitioners are aware of and supporting socioeconomic goals.
20. Applying a 10% pricing preference for HUBZone small business concerns on appropriate procurements in accordance with FAR 52.219-4, "Notice of Price Evaluation Preference for HUBZone Small Business Concerns."

SECTION III: EQUITABLE OPPORTUNITY AND OUTREACH EFFORTS

NTESS is built upon a long history of strengths embodied by its parent company: technological innovation, leadership, outstanding people, and delivering on our commitments. The framework of our approach to increase small business utilization is built on the tenets of opportunity, access, and support. The company will make every effort to ensure that internal business practices and procedures are reflective of a procurement environment where SB, HUBZone, SDB, WOSB,

[5] Matchmaking is defined as activities in which NTESS engages directly with small businesses interested in doing business with NTESS.

VOSB, and SDVOSB concerns will have an equitable opportunity to participate at the maximum extent practical. These efforts include, but are not limited to, the following activities:

Opportunity: Establishing aggressive small business subcontracting goals and then ensuring that our internal processes and procedures are geared to maximizing SB opportunities.

- Buyer goal performance and achievement
- Organizational commitment and accountability at all levels
- Annual participation at business outreach programs and events

Access: Internal efforts to guide and encourage purchasing personnel.

- Presenting workshops, seminars, and training programs to staff
- Implementing a Small Business Strategy Team to identify issues and solutions. pertaining to small business performance within procurement and among site customers.
- Establishing, maintaining, and using small business source lists, guides, and other data for soliciting subcontractors.
- Contacting minority and small business development organizations
- Attending small, minority, and women-owned small business procurement conferences and business fairs.
- Partnering with applicable community organizations to host small business outreach events.

NTESS ensures that SB concerns will have an equitable opportunity to compete for subcontracts by following a procurement process that drives to maximize SB participation and by encouraging our personnel to seek the use of approved SB sources and to develop new capable sources on new business opportunities. The purpose of these efforts is to provide information and assistance to socioeconomic businesses and/or individuals who may be interested in becoming subcontractors to NTESS. These efforts include–

a. Outreach efforts to obtain sources–

(1) Publicize subcontract opportunities through Sandia's Business Opportunity Website, and as appropriate, through participation in SB publications, trade fairs, federal procurement conferences, industry conferences and local affiliations, such as the Albuquerque Chambers of Commerce

(2) Be an active member of or collaborate with the following organizations–

- DOE Matchmaking (matching NTESS program offices with small businesses interested in doing business with NTESS.)
- Women's Business Enterprise National Council
- Women's Business Council Southwest
- National Association of Women Business Owners
- National 8(a) Association
- HUBZone Contractors' National Council

- American Indian Chamber of Commerce of New Mexico (AICC)
- Minority Business Development Agency (MBDA)
- Albuquerque Chambers of Commerce, including Hispano, Black, and Greater Albuquerque
- New Mexico APEX Accelerators
- Small Business Administration (SBA)

(3) Use parent companies to gain access to various organizations supporting SB concerns.

(4) Provide assistance to develop SB concerns in the following areas as appropriate–

- Bidder's conferences to discuss and advise on specifications, statements of work and interpretation of requirements
- Provide a 5% pricing preference for appropriate procurements for capable New Mexico small, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns
- Site quality surveys to evaluate system and provide assistance to meet quality assurance requirements
- Post-award assistance to ensure requirements are fully understood and to assist in purchase order performance, as requested
- Financial assistance in the form of progress payments, where appropriate
- In-house SB symposia attended by procurement, projects, engineering, and facilities, to discuss and advise on new programs and upcoming requirements
- One-on-one interviews with SB concerns in-house and at SB conferences
- Provide a 10% pricing preference for appropriate procurement from capable HUBZone small business concerns

Collaborate with the Honeywell's Socioeconomic Business Program Office (SEBPO), which is fully integrated across project and functional management. The SEBPO employs a full-time staff to ensure SB concerns are given every opportunity to participate on contracts. This office serves as the centralized location that proposal and project managers can contact to find SB concerns to meet the contract requirements. We identify capable SB concerns by using Sandia's Business Opportunity Website and the government's SAM and Dynamic Small Business Search and notify them of subcontracting opportunities. We will also publicize opportunities at one-on-one counseling sessions and introductory meetings, trade fairs, federal procurement conferences, industry conferences, and local affiliations.

SECTION IV: SUBCONTRACTING PLAN FLOW DOWN

NTESS agrees to include the clause at FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that it will further require all subcontractors (except Small Business concerns), who receive subcontracts in excess of the

current Federal Acquisition Regulation threshold, to adopt a subcontracting plan that complies with requirements at FAR 52.219-9, "Small Business Subcontracting Plan."

SECTION V: REPORTS AND SURVEYS

NTESS agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) register and enter required updates in the new Federal Subcontracting Reporting Tool, that is slated to replace eSRS by March 2026 for Individual Subcontracting Reports (ISR) and the Summary Subcontracting Report (SSR); (4) ensure that subcontractors agree to submit the Subcontract Report for Individual Contracts and the Summary Subcontract Report in the new Federal Subcontracting Reporting Tool;
(5) provide information (e.g. NTESS's prime contract number, DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs) to subcontractors to facilitate their filings in the new Federal Subcontracting Reporting Tool;
(6) require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans; and (7) submit site spend records in Management and Operating Contractor (M&O) Subcontract Reporting Capability (MOSRC) on a monthly basis, in accordance with Section H, clause H-22 of the Prime Contract.
NTESS will require its applicable Subcontractors to register in the new Federal Subcontracting Reporting Tool as a lower-tier subcontractor referencing the following set-up information:

Required Element	Input Required	Where to find Input Information
NTESS Prime Contract Number (in the new Federal Subcontracting Reporting Tool)	Prime Contract #	Contact the NTESS Small Business Program Manager (SBPM) if not listed.
Subcontract Number	NTESS Purchase Order Number	(Reference Section I – Identification Data). Contract Number or Project Tracking Number.
DUNS Number	9-Digit Dun & Bradstreet (D&B) Number	Site/location specific ID for the subcontractor's company. D&B contact number: 1-866-705-5711
Product and Service Codes	Alpha Numeric Code	Select code from report in the new Federal Subcontracting Reporting Tool.
NAICS: North American Industry Classification System Code	6-Digit NAICS code	If unknown, there is a link to a web site search within the new Federal Subcontracting reporting tool report or search here: http://www.census.gov/epcd/www/naics.html

Input applicable reports in the new Federal Subcontracting Reporting Tool within 45 days after the close of each calendar reporting period or contract completion. Update results in the

new Federal Subcontracting Reporting Tool for Individual Subcontracting Reports and the Summary Subcontracting Report by the deadline of each report period as indicated:

Report Period Due	Report	Date Due
10/01—03/31	Individual Subcontracting Report (ISR)	05/15
04/01—09/30	Individual Subcontracting Report (ISR)	11/14
10/01—09/30	Summary Subcontracting Report (SSR)	11/14

Follow individual report instructions to add the name of the individual authorized to receive and approve reports in the new Federal Subcontracting Reporting Tool as indicated:

Report	Prime – Govt. Approval	Subcontract (lower-tier) Approval
Individual Subcontracting Reports (ISR)	NNSA Administrative Contracting Officer	Level One - The individual identified in SECTION II. PROGRAM ADMINISTRATOR of this plan. Level Two and Subsequent Levels - input the name/email for the Subcontract Administrator identified in the Subcontracting Plan.
Summary Subcontracting Report (SSR)	NNSA Small Business Program Manager	Email the summary for the fiscal year from all NNSA contracts and report to the NNSA Small Business Program Manager; SBPM will provide POC.
MOSRC		Small Business Program Manager

SECTION VI: RECORDS AND PROCEDURES

NTESS will maintain the following types of records to demonstrate procedures adopted to comply with the requirements and goals in this subcontracting plan. These records include, but are not limited to the following:

A. Maintaining SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB source lists, guides, and other data identifying such vendors.

B. Organizations contacted for SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB sources.

C. On a contract-by-contract basis, all subcontract solicitations over the most current simplified acquisition threshold, which indicate for each solicitation (1) whether SB concerns were solicited, and if not, why not; (2) whether HUBZone SB concerns were solicited, and if not, why not; (3) whether SDB concerns were solicited, and if not, why not; (4) whether WOSB concerns were solicited, and if not, why not; (5) whether VOSB concerns were solicited, and if not, why not; (6) whether SDVOSB concerns were solicited, and if not, why not and (7) reasons for the failure of solicited SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns to receive the subcontract award.

D. Records to support other outreach efforts, such as contacts with minority and SB trade associations, attendance at SB, SDB, WOSB, VOSB, and SDVOSB procurement conferences and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, such as workshops, seminars, training programs, incentive awards; and (2) monitor and evaluate compliance.

On a contract-by contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor.

SECTION VII. ADDITIONAL SUBCONTRACTING PLAN ASSURANCES

A. NTESS will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. NTESS used a small business concern in preparing the bid or proposal if—

(i) NTESS identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) NTESS used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

B. NTESS will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described above to the Contracting Officer within 30 days of contract completion.

C. NTESS will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

D. NTESS assures that accelerated payments will be made to small business subcontractors within 15 days after receipt of a proper invoice and all other required documentation. NTESS will notify the Contracting Officer of reduced or untimely payments made to small business subcontractors in accordance with the contract clause FAR 52.242-5 “Payments to Small Business Subcontractors” and the written agreement on file between NTESS and the Contracting Officer.

This subcontracting plan was submitted by: National Technology & Engineering Solutions of Sandia, LLC.

Signature on original file
Small Business Program Manager, NTESS
Date: 10/20/2017

PLAN CONCURRED BY:

Signature on original file
NNSA Small Business Program Manager
Date: 10/20/2017

PLAN ACCEPTED BY:

Signature on original file
NNSA Contracting Officer
Date: 10/20/2017

SECTION J

APPENDIX G

SPECIAL BANK ACCOUNT AGREEMENT

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SECTION J

APPENDIX H

AGREEMENT ON THE ESTABLISHMENT OF THE ITER INTERNATIONAL FUSION ENERGY ORGANIZATION FOR THE JOINT IMPLEMENTATION OF THE ITER PROJECT

The Agreement on the establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project is located at the following URL:

https://www.iaea.org/publications/documents/infcircs/agreement-establishment-iter-international-fusion-energy-organization-joint-implementation-iter-project

SECTION J

APPENDIX I

PERFORMANCE GUARANTEE AGREEMENT(S)

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SECTION J

APPENDIX J: TRANSITION PLAN *(MODIFIED 0008)*

Plan: Intentionally left blank for Internet posting purposes.

Requirements: In accordance with Section F, *Deliverables During Transition*, the Contractor shall submit a Transition Plan for the Contracting Officer's approval 10 days after Contract award. The Transition plan shall describe the process, details, and schedule for providing an orderly transition during the Contract's Transition Term stated in Section F, F-3 *Period of Performance.* The Transition Plan shall be in accordance with the guidance herein for all elements of Section J, Appendix A, *Statement of Work*.

The objectives of the Transition Plan are to:

(i) Minimize the impacts on continuity of operations;
(ii) Maintain communication with staff and affected communities;
(iii) Identify key issues; and
(iv) Overcome barriers to transition.

The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the Transition Term. The Contractor shall establish a transition management team capable of providing overall management and logistical support for all transition activities. The Contractor shall develop a resource-loaded project management schedule using software that is capable of integrating with the incumbents' and DOE/NNSA software. Milestones and measurable commitments will be included in the schedule. The Contractor shall regularly report status to DOE/NNSA at periodic meetings and through regular written reports. The Contractor may also be called upon periodically to brief the local communities.

The proposed transition activities and schedule will be finalized with the Contractor and approved by the Contracting Officer prior to commencement of the Transition Plan activities. A Transition Cost Estimate shall be provided in accordance with Section F, F-6, *Deliverables During Transition*. The Contractor shall invoice for reimbursement of Transition Plan costs in accordance with Section G, G-7, *Invoicing for Transition Costs,* paragraph (b). After completion of these activities and such other Transition Plan activities as may be planned by the Contractor and as authorized by the Contracting Officer, the Contractor shall advise the Contracting Officer that it is ready to assume full responsibility for the Sandia National Laboratories. Upon receipt of written notification from the Contracting Officer that the transition activities are considered complete, the Contractor shall assume full responsibility for the Sandia National Laboratories, effective 12:01 a.m. at the start of the Base Term of the Contract.

SECTION J

APPENDIX K

PROGRAM MANAGEMENT AND COST REPORTS

The Contractor shall submit monthly cost, schedule, and technical performance plans and reports as required by the Contracting Officer. The reports shall be consistent with and reconcilable to data captured in the Enterprise Portfolio Analysis Tool (EPAT) and Planning, Programming, Budgeting, and Evaluation (PPBE) tool. Consistent with the requirements of Section J, Appendix M, the Contractor shall have systems in place to expand the information provided to a designated level consistent with the NNSA Defense Programs' approved Work Breakdown Structure (WBS).

(a) Monthly Submissions for Reporting

(1) Directed Cost Reporting at a minimum shall include:

(i) Specified cost elements including labor, material, other procurements, and travel;
(ii) Indirect/overhead costs to include overhead and fringe rates;
(iii) Schedule status information at the specified activity level; and
(iv) Performance measurement information when relevant.

(2) Weapon Program Management Reporting

The Contractor shall provide the following nuclear weapon programmatic information in support of program management and reporting requirements:

(i) Program scope, milestones, changes to program baseline, accomplishments/benefits, and issues, risks, and opportunities;
(ii) Year-to-date actual costs;
(iii) Year-to-date commitments/encumbrances;
(iv) Year-to-date total costs;
(v) Budget Authority (BA) for the associated Budget and Reporting (B&R) Classification Codes by fiscal year of appropriation;
(vi) Estimate at completion for the current fiscal year;
(vii) Projected carry-over BA by fiscal year; and
(viii) Earned value metrics for the current fiscal year.

The nuclear weapon programmatic information and status will be provided in a report that contains quadrant reporting (see Figure 1), performance reporting (see Figure 2), and earned value reporting (see Figure 3), as shown below.

(b) Annual Submissions for Reporting

(1) Implementation Plans
(2) Spend Plans
(3) Schedule Plans
(4) Specifications of Scope of Work Activity

While identified as annual submissions, to remain relevant, the Contractor shall update these plans based on changes to budget, work scope and schedule.

(c) Ad-hoc Submissions for Reporting

(1) Program Evaluation
(2) Cost Estimating
(3) Budget Validation
(4) Root Cause Analysis
(5) Earned Value Management Reporting

The Contractor shall support these ad-hoc submissions by providing NNSA access to the appropriate systems and to Contractor personnel to analyze and evaluate plans, programs, and budgets. The Contractor shall ensure the costs of programs are presented accurately and completely. The Contractor shall support NNSA's evaluation of alternative technical strategies to ensure programs and projects can be efficiently implemented.

The Contractor shall provide the Contracting Officer, or designated authorized representative(s), access to information and documents comprising the Contractor's reporting system.

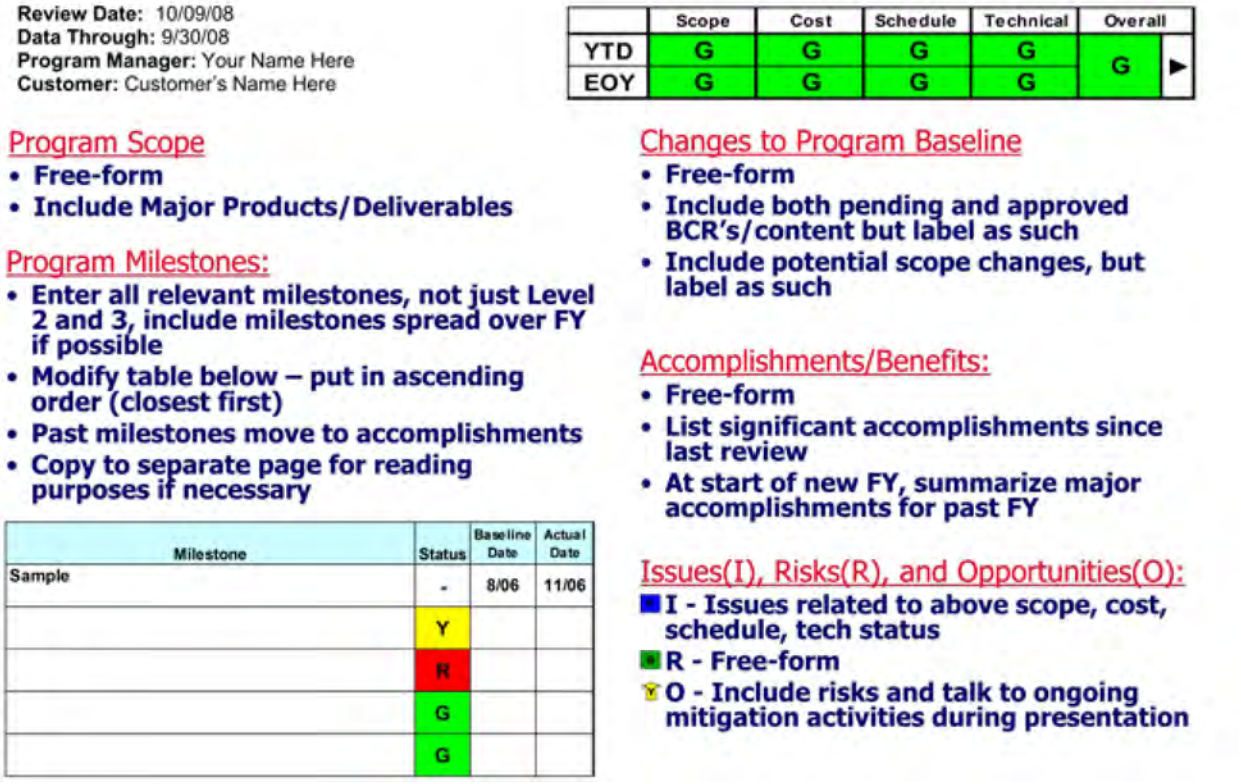
(d) Subcontractor Reporting

The Contractor shall include these reporting requirements in all cost-reimbursement subcontracts when:

(1) The value of the subcontract is greater than $2 million, unless specifically waived by the Contracting Officer; or

(2) The Contracting Officer determines prior to award that the subcontract effort is, or involves, a critical task related to the Contract.

Figure 1. Quadrant Reporting example



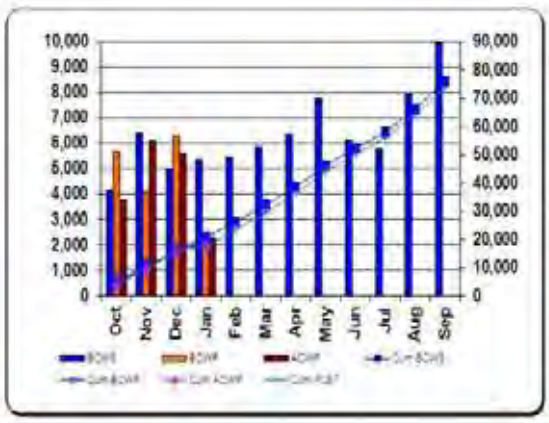
Note: FY is Fiscal Year

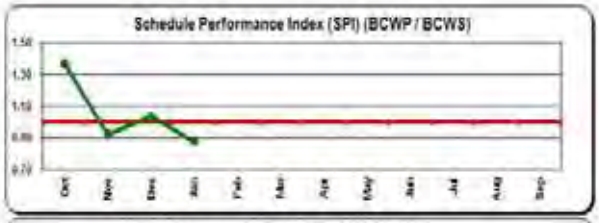
Figure 2. Performance Reporting

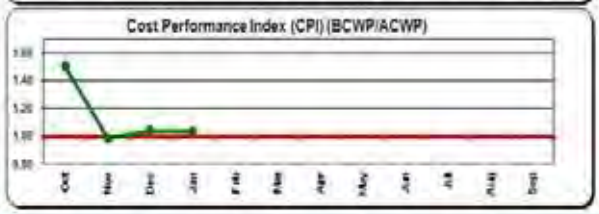


Note: The tabular data for actual commitments/encumbrances, projected actual costs, total actual costs, estimate at completion, and B&R funding will also be provided as part of this chart. This data shall be cumulative by month.

Figure 3. Earned Value Metrics Reporting







	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
CURRENT PERIOD												
BCWS	4,164	6,423	4,983	5,356	5,459	5,874	6,345	7,784	6,119	5,763	8,020	9,969
BCWP	5,687	4,079	6,330	2,305								
ACWP	3,775	6,108	5,603	2,273								
EAC	3,775	6,108	5,603	2,273	5,734	6,228	6,421	7,959	6,171	5,756	8,061	10,086
CUMULATIVE TO DATE												
BCWS	4,164	10,587	15,570	20,926	26,385	32,259	38,604	46,388	52,507	58,271	66,291	76,260
BCWP	5,687	9,766	16,096	18,402								
ACWP	3,775	9,884	15,486	17,759								
EAC	3,775	9,884	15,486	17,759	23,493	29,721	36,142	44,101	50,272	56,028	64,089	74,175
SV	1,523	(821)	526	(2,524)								
SPI	1.37	0.92	1.03	0.88								
CV	1,912	(118)	610	642								
CPI	1.51	0.99	1.04	1.04								

Fiscal Year 2026
DOE/NNSA Strategic Performance Evaluation and Measurement Plan
National Technology & Engineering Solutions of Sandia, LLC (NTESS)
MANAGEMENT AND OPERATION OF THE
Sandia National Laboratories
Contract Number: DE-NA0003525
Performance Evaluation Period:
October 01, 2025 through September 30, 2026

Laura McGill — Date
Laboratories Director
NTESS

Daryl J. Hauck, PhD — Date
Field Office Manager
Sandia Field Office
National Nuclear Security Administration

Richard Sweeney — Date
Senior Manager
Prime Contract & Export Control
NTESS

Lindsey VanNess — Date
Contracting Officer
Sandia Field Office
National Nuclear Security Administration

FY 2026 PERFORMANCE EVALUATION AND MEASUREMENT PLAN DOCUMENT REVISION HISTORY

Revision	Date	Change Description

INTRODUCTION

Sandia National Laboratories is a Federally Funded Research and Development Center owned by the United States Government, under the custody of the Department of Energy (DOE), herein referenced as "Laboratories" and is managed and operated by National Technology and Engineering Solutions of Sandia, LLC (NTESS). Pursuant to the terms and conditions of the Contract, this NNSA Performance Evaluation and Measurement Plan (PEMP) sets forth the criteria by which NNSA will evaluate NTESS performance and upon which NNSA shall determine the amount of award fee earned. The available award fee amounts for FY 2026 are specified in Section B, *Supplies or Services and Prices/Costs,* of the Contract. The PEMP promotes a strategic framework that enables NNSA's evaluation of contractor performance, which relies on and is informed by NNSA's Site Governance Model (i.e., Supplemental Directive 226.1D or its successor). This framework requires NTESS to fully execute mission milestones in support of key mission objectives and effectively meet significant management challenges identified by NNSA.

PERFORMANCE BASED APPROACH

The performance-based approach evaluates the NTESS performance through a set of Goals. Each Goal, and its associated Objectives and Key Outcomes (KOs) as applicable, will be measured against authorized cost, schedule, and technical performance, based on respective outcomes, demonstrated performance, and impact to DOE/NNSA missions.

MISSION

NTESS shall manage, operate, protect, sustain, and enhance the Laboratories' multi-mission capabilities, while assuring accomplishment of the Laboratories' primary mission work in nuclear weapons and nuclear non-proliferation research, development, and engineering. NTESS shall facilitate the Laboratories' capability to project its efforts to participate with the scientific, engineering, and technical communities on both the national and international levels with a high degree of vision, quality, integrity, and technical excellence. NTESS shall engage in the strategic and institutional planning necessary to assure that the Laboratories maintain a posture aimed at anticipating the national technical and scientific needs and dedicated to providing practical solutions. NTESS shall study and explore innovative concepts to minimize or mitigate possible current and future national security threats.

MISSION PERFORMANCE

NTESS is accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety and security requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and security are essential and implicit elements of successful mission performance. Accordingly, NTESS shall plan mission work with safety and security as integral to mission execution and meeting the affected programmatic Goals. The model for this PEMP is to rely on NTESS leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of its assurance system and supporting measures, metrics, and evidence. **NTESS is expected to manage in a safe, secure, efficient, effective, and results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance.** Products and services are expected to be delivered on-schedule and within budget.

INNOVATIVE SOLUTIONS

NTESS will recommend innovative, technology/science-based, systems-engineering solutions to the most challenging problems that face the nation and the globe. NTESS will also provide evidence to support programmatic needs and operational goals tempered by risk. DOE/NNSA will take into consideration all major functions, including safety and security, contributing to mission success. In addition, DOE/NNSA expects NTESS to recommend and implement innovative business and management improvement solutions that enhance effectiveness and efficiency, to include partnering with external vendors and the Department of Defense's existing industrial base.

CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider context such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside NTESS control), degree of difficulty, significant accomplishments or improvements, and other events that may occur during the performance period. A significant safety or security event may result in an overall limitation to adjectival ratings. Such impacts may be balanced by the response to the incident and by other initiatives to improve overall safety or security performance. NTESS is encouraged to note significant safety and security continuous improvements.

PERFORMANCE RATING PROCESS

DOE/NNSA will review performance throughout the performance evaluation period and provide biannual feedback to NTESS, highlighting accomplishments and/or issues based on contractor performance against the criteria in the PEMP. Sources of oversight data include, but are not limited to, DOE/NNSA formal assessments, contractor self-assessments, internal and external audits, inspections, program and project reviews, operational awareness activities, contractor assurance system, etc.

The evaluation will be documented in a Performance Evaluation Report (PER) and will include the performance ratings and award fee earned for the subject performance evaluation period. DOE/NNSA will consider NTESS end of year self-assessment report in the performance evaluation. Performance of Objectives and KOs (if any) will be assessed in the aggregate, with due consideration given to the level of progress made on achieving KOs, to determine an adjectival performance rating for each Goal. The Goals will then be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract. The performance ratings will be determined in accordance with FAR 16.401(e)(3) yielding ratings of Excellent, Very Good, Good, Satisfactory, or Unsatisfactory. Notwithstanding the overall strategic framework, any significant failure in any Goal may impact the overall rating and award fee earned. **Dollar values contained in the PEMP are provided as guidelines for developing a recommendation of fee allocation to the Fee Determining Official (FDO). The final determination as to the amount of fee earned is a unilateral determination made by the FDO.**

NTESS may request a face-to-face meeting with the FDO to highlight its strategic performance at the end of the performance evaluation period. This meeting should occur within the first two weeks after the end of the period.

PEMP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Nonetheless, unforeseen circumstances and/or changes in priorities may necessitate corresponding changes to individual PEMP(s). Any change to the PEMP, including adjustments or removal of KOs, requires concurrence by the appropriate field/program/functional office, the NNSA Senior Procurement Executive, and the FDO prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in the contract terms and conditions, bilateral changes are the preferred method of change whenever possible.

FEE ALIGNMENT AND "AT-RISK" AWARD FEE ALLOCATION

This table is provided for information only and does not change the terms and conditions of the contract. All goals will receive an adjectival assessment as a part of the Corporate Performance Evaluation Process (CPEP).

Goal	At-Risk Award Fee	At-Risk Award Fee Percent
Goal-1: Mission Delivery: Nuclear Weapons	$4,603,734	40%
Goal-2: Mission Delivery: Global Nuclear Security	$1,150,934	10%
Goal-3: Mission Innovation: Advancing Science and Technology	$1,726,400	15%
Goal-4: Mission Enablement	$1,150,934	10%
Goal-5: Construction Projects and Infrastructure	$1,150,934	10%
Goal-6: Mission Leadership	$1,726,400	15%
Total	$11,509,336	100%

The above template is applied to each field office using At-Risk Award Fee (AF) amounts established in each individual contract.

UNEARNED FEE

DOE/NNSA reserves the right to withdraw and redistribute DOE/NNSA unearned fee amounts.

Goal 1: Mission Delivery: Nuclear Weapons

Successfully execute the cost, scope, and schedule of the Nuclear Stockpile mission work for Defense Programs in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objective-1.1	Work as a team across the Nuclear Security Enterprise to provide the knowledge, personnel, and capabilities to design, build, certify and assess current and future weapon systems, processes, and components and enable development of new and innovative materials, processes, and components to achieve higher technology and manufacturing readiness levels and rate production, while driving the state-of-the-art for science and technology.
Objective-1.2	Work as a team across the Nuclear Security Enterprise to plan and execute production sustainment and integration, nuclear enterprise assurance, nuclear explosive safety, and effective weapon quality assurance to ensure the Nuclear Security Enterprise optimizes production operations, supports execution of nuclear explosive safety evaluations, minimizes quality escapes, and increases the resiliency of nuclear weapons and nuclear weapon production and sustainment activities within normal, abnormal, and adversarial environments well into the future.
Objective-1.3	Work as a team across the Nuclear Security Enterprise to execute assigned work to maintain and enhance the safety, security, reliability, and performance of the U.S. nuclear weapon stockpile. Execute planning, development, certification, assessment/surveillance, production, and maintenance of the current U.S. nuclear weapon stockpile, including all associated documentation and hardware, consistent with mission and task assignments.
Objective-1.4	Work as a team across the Nuclear Security Enterprise on stockpile modernization program scope to 1) achieve and maintain program delivery schedules; 2) lower risk to achieving First Production Unit (FPU), Last Production Unit (LPU), and program overbuilds; 3) improve supply chain execution; and 4) control costs.
Objective-1.5	Work as a team across the Nuclear Security Enterprise to develop and execute modernization strategies to ensure NNSA's strategic materials and component manufacturing capabilities will meet future nuclear weapons production requirements. Execute work focused on sustainment of existing capabilities, re-establishment of lost capabilities, deployment of new capabilities and technologies, and strategic investments to ensure timely material and component deliveries.
Objective-1.6	Work as a team across the Nuclear Security Enterprise to implement Digital Transformation principles by using Digital Engineering to improve product design, production, sustainment, and business practices.

Objective-1.7	Work as a team across the Nuclear Security Enterprise to provide and execute Secure Transportation Asset (STA) design activities to achieve and maintain program deliver schedules. Work with Production Agency to improve integration of deliver plans and execute strategies for design & production activities.

Goal 2: Mission Delivery: Global Nuclear Security

Successfully execute the cost, scope, and schedule of the authorized global nuclear security mission work in a safe and secure manner to include the Defense Nuclear Nonproliferation, Nuclear Counterterrorism and Counterproliferation, and Incident Response missions in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objective-2.1	Support efforts to enhance global nuclear security by securing and preventing the trafficking of nuclear and radioactive materials.
Objective-2.2	Support U.S. national and nuclear security objectives in reducing global nuclear security threats through the innovation of technical capabilities to detect, identify, and characterize: 1) foreign nuclear weapons programs, 2) illicit diversion of special nuclear materials, and 3) global nuclear detonations.
Objective-2.3	Support efforts to achieve permanent threat reduction by managing and minimizing excess weapons-useable nuclear materials and providing nuclear materials for peaceful uses.
Objective-2.4	Support efforts to prevent proliferation, ensure peaceful nuclear uses, and enable verifiable nuclear reductions to strengthen the nonproliferation and arms control regimes.
Objective-2.5	Sustain and improve nuclear counterterrorism, counterproliferation, and forensic science, technology, expertise and associated Nuclear Emergency Support Team (NEST) capabilities; execute response missions, implement policies and procedures in support of response and forensics missions, and support Counterterrorism and Counterproliferation (CTCP) international priorities.

Goal 3: Mission Innovation: Advancing Science and Technology

Successfully advance national security missions through innovation by expanding the frontiers of Science, Technology, and Engineering (ST&E). Execute transformative and leading-edge Research and Development (R&D) by creating a vibrant, creative, environment that leverages effective partnerships and technology transfer endeavors. Effectively manage high-impact DOE Work and Laboratory Directed Research and Development (LDRD) and Technology Transfer, etc. in a safe and secure manner consistent with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objective-3.1	Develop and execute a clear research strategy that aligns discretionary investments (i.e., LDRD) with DOE/NNSA priorities, ensures research relevance to national security missions, and promotes transformative, innovative, leading-edge research that advances the frontiers of science and engineering.
Objective-3.2	Foster a healthy, vibrant, and priority-driven research and development environment that sustains, leverages, and strengthens unique science and engineering capabilities, facilities, and essential workforce competencies and strategically integrates with the DOE/NNSA mission.
Objective-3.3	Research and develop high-impact technologies, including the exploration, expansion, and implementation of artificial intelligence applications, through effective partnerships and technology transfer that support DOE/NNSA priorities and positively impact the public while adhering to federal reporting, publishing, and information management requirements (i.e., DOE O 241.1C or its successor).

Goal 4: Mission Enablement

Effectively and efficiently manage the safe and secure operations of the Laboratories in accordance with cost, scope, and schedule, while maintaining an NNSA enterprise-wide focus; demonstrating accountability for mission performance and management controls; successfully executing cyber, technical, informational, and physical security requirements, and assure mission commitments are met with high-quality products and services.

Objective-4.1	Deliver effective, efficient, and responsive Environment, Safety, and Health (ES&H), Quality (including a Weapon Quality Management System and software quality) and waste management. Advance DOE/ NNSA's energy security and resilience by progressing onsite generation where applicable.
Objective-4.2	Deliver effective, efficient, and resilient safeguards and security that are aligned with the risk-informed transformational initiatives of the Defense Nuclear Security Program.
Objective-4.3	Deliver efficient, effective, supportable and transparent financial management operations and systems including financial integration reporting (e.g., cost plans); budget formulation and execution; and internal controls.
Objective-4.4	Deliver efficient and effective management of legal risk and incorporation of best legal practices. Deliver timely and actionable recommendations and analysis to Freedom of Information Act and Privacy Act requests.
Objective-4.5	Deliver effective, efficient, secure, and responsive information technology (IT) and Operational Technology (OT) systems that support mission and functional area delivery. Ensure execution of all implementation factors established in the NA-IM IT Program Execution Guidance (PEG) and Focus Area criteria in the Cybersecurity PEG to strengthen day-to-day IT and Cybersecurity Program operations.
Objective-4.6	Deliver effective, efficient, and responsive site emergency management programs in support of the DOE/NNSA Emergency Management Enterprise.
Objective-4.7	Deliver efficient, effective, and compliant business operations across procurement, human resources, and property systems, to enable NNSA mission success. Focus areas include: (1) The degree to which strategic sourcing cost savings goals are achieved; (2) Timeliness and quality of subcontract award and administration; (3) Impactful contributions to i) enterprise-wide recruitment initiatives and ii) attraction and retention efforts; (4) Expansion of the subcontracting industrial base for appropriate construction work scope; and (5) The degree to which small business program goals are achieved.

Goal 5: Construction Projects and Infrastructure

Effectively and efficiently manage the infrastructure lifecycle process to meet current and emerging national security challenges through integrated infrastructure planning, acquisition, and prioritization. For clarity, projects with separate award-fee structures are not considered under this Goal.

Objective-5.1	Implement a comprehensive and integrated infrastructure prioritization and planning process. Update planning data and mission needs in the G2 Program Management system planning module for the FYNSP to support strategic planning elements, such as the Enterprise Blueprint, Master Asset Plan, Area Plans, and Deep Dives. Provide cost and schedule estimates in accordance with established guidance to ensure mission delivery.
Objective-5.2	Plan and execute Capital Asset Line-Item Construction Projects, minor construction projects, capital equipment projects (including Major Items of Equipment), real property acquisitions, and disposition projects in accordance with cost, scope, schedule baselines, technical requirements, code of record and/or execution plans. Monitor and report on project performance against baselines, provide accurate and timely deviations on performance to stakeholders, and utilize risk management processes.
Objective-5.3	Develop and execute operations and maintenance strategies, consistent with available funding, that enable reliable asset performance and enduring facility capabilities that align with mission requirements and priorities.

Goal 6: Mission Leadership

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, cultivating a Performance Excellence Culture that encompasses all aspects of operations and continues to emphasize safety and security, improving the responsiveness of NTESS leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of the Laboratories and the Enterprise.

Objective-6.1	Develop and execute a realistic strategic vision for the Laboratories that demonstrates effective collaboration across the Nuclear Security Enterprise (NSE) to ensure the NSE possesses the capabilities and abilities to reliably achieve NNSA's mission success and is prepared for future threats and challenges.
Objective-6.2	Demonstrate performance results through the institutional utilization of a Contractor Assurance System and promoting a culture of critical self-assessment, transparency, and accountability through the entire organization, while also leveraging parent company resources and expertise.
Objective-6.3	Develop and implement a Nuclear Security Enterprise-wide partnership model that enhances collaboration, reinforces shared fate and enables mission success including transformation of the stockpile and the enterprise.
Objective-6.4	Exhibit professional excellence in performing roles/responsibilities while pursuing collaborative opportunities for continuous organizational and enterprise learning and demonstrated improvements that will enhance productivity, grow the capacity to execute mission, and manage, rather than avoid risk when appropriate. Pursue innovations to increase agility and resilience while controlling costs. Advance the operational capabilities of the Nuclear Security Enterprise by identifying and employing latent capacity existing in the enterprise.
Objective-6.5	Demonstrate leadership in driving enhanced and sustainable formality and rigor of operations through proactive implementation of effective and efficient measures to minimize operational upsets that have potential to impact mission.
Objective-6.6	Lead the Digital Transformation Initiative across the Nuclear Security Enterprise to improve product design, production, sustainment, and business practices.

FAR 16.401(e)(3) AWARD FEE ADJECTIVAL RATINGS AND SUPPLEMENTAL DEFINITIONS

Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. *This performance level is evidenced by at least one significant accomplishment, or a combination of accomplishments that significantly outweigh very minor issues, if any. No significant issues in performance exist.*
Very Good	76% - 90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. *This performance level is evidenced by accomplishments that greatly outweigh issues. No significant issues in performance exist.*
Good	51% - 75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. *This performance level is evidenced by accomplishments that slightly outweigh issues. No significant issues in performance exist.*
Satisfactory	No greater than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award- fee plan for the award-fee evaluation period. *This performance level is evidenced by issues that slightly outweigh accomplishments.*
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. *This performance level is evidenced by issues that significantly outweigh accomplishments, if any.*

PEMP Definitions from NAP 540.3A

Accomplishment. An achievement or success in the performance of contract requirements that exceeds standards or expectations. Examples might be performing full contract requirements under budget while meeting or beating schedule baselines or performing additional scope within the initial cost targets with no negative effect on requirements or other programs, indicating continued performance improvement.

Fee allocation. The amount of award (at-risk) fee available to be earned by an M&O Contractor for a specific PEMP Goal.

Goal. Top Level strategic elements that cover broad performance areas and are related to mission accomplishment, operational excellence, or management of a laboratory/plant. Each element is usually described by a general overarching statement of the desired performance. Ratings for these elements are determined by aggregating all performance evaluations for applicable Objectives and Key Outcomes. These elements are not generally site specific; however, under certain circumstances the SPE may authorize use of a site-specific Goal(s).

Issue. A point in question or a matter that raises concerns regarding successful performance of contract requirements within scope, cost, and schedule baselines or concern of negative effect on requirements or other programs, indicating a decline in performance that needs attention and improvement.

Key Outcome. Elements that serve to highlight very specific performance outcomes that require attention from senior laboratory/plant/site leadership. These outcomes may relate to major program or project milestones or to specific improvements in performance of a Goal or Objective. These elements must be clearly linked to a Goal or Objective, are site specific, and updated annually. They must also be objective in nature with identifiable, achievable, and measurable outcomes that represent NNSA strategic priorities.

Objective. Performance areas against which an M&O Contractor is evaluated by NNSA. These elements outline desired results and more specific performance outcomes than Goals. These elements may be site-specific.

Significant Accomplishment. An achievement or success significantly above requirements or expectations. This could include completing a project significantly under budget and ahead of schedule or exceeding expectations while overcoming significant complexities/challenges to complete requirements.

Significant Issue. A failure to meet program, mission, contract, safety, security, or quality requirements. Examples of a significant issue include, without limitation: death or serious permanent personal injury; off-site environmental release of a hazardous material from a DOE facility; material loss or damage to DOE property; an unplanned nuclear criticality event; loss, compromise, or unauthorized disclosure of information to include Top Secret Restricted Data, Top Secret, Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, or high-risk nuclear weapons-related data; failure to meet an NNSA-negotiated delivery schedule for the Department of Defense or other national security customers.

Conformed to Mod 0288
DE-NA0003525 (Added Mod 0270)

"General Decision Number: NM20250044 08/29/2025

Superseded General Decision Number: NM20240044

State: New Mexico

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Bernalillo County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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 $17.75 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 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/28/2025
3	03/07/2025
4	03/14/2025
5	04/04/2025
6	08/08/2025
7	08/29/2025

ASBE0076-008 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 36.66	11.83

CARP1505-001 06/01/2018

	Rates	Fringes
CARPENTER (Includes Drywall Finishing/Taping, Drywall Hanging, and Metal Stud Installation (Excludes Form Work))	$ 24.08	10.79

ELEC0611-022 01/01/2025

	Rates	Fringes
ELECTRICIAN	$ 40.30	13.41

ELEV0131-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.35	38.435+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

IRON0495-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 28.05	18.11

LABO0016-002 06/01/2024

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete)	$ 23.69	7.89

PLAS0254-001 01/01/2024

	Rates	Fringes
PLASTERER	$ 24.31	11.19

PLUM0412-014 01/02/2025

	Rates	Fringes
PIPEFITTER	$ 43.07	16.60
PLUMBER (Includes HVAC Pipe Installation)	$ 43.07	16.60

* SFNM0669-001 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 39.94	25.48

SHEE0049-004 01/01/2024

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct and Unit Installation)	$ 37.50	18.51

* SUNM2016-001 09/26/2018

	Rates	Fringes
CARPENTER (Form Work Only)	$ 20.41	6.25
CEMENT MASON/CONCRETE FINISHER	$ 18.59	7.45
GLAZIER	$ 20.15	3.48
LABORER: Common or General	$ 15.70 **	4.86
OPERATOR: Backhoe/Excavator/Trackhoe	$ 25.97	5.15
PAINTER (Brush and Roller)	$ 16.51 **	2.14
PAINTER: Spray	$ 16.51 **	2.14

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). 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 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: CA20250018 08/22/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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 $17.75 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 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

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7	05/23/2025
8	06/06/2025
9	06/27/2025
10	07/04/2025
11	07/11/2025
12	07/18/2025
13	08/01/2025
14	08/08/2025
15	08/15/2025
16	08/22/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 84.76 25.07
Area 2.....$ 64.56 25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San

Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82

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     Millwright.................$ 47.92            32.41
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 CARP0217-001 07/01/2023

San Mateo County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 60.39            33.52
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 60.54            33.52
     Journeyman Carpenter........$ 60.39            33.52
     Millwright.................$ 60.49            35.11
----------------------------------------------------------------
 CARP0405-001 07/01/2021

Santa Clara County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 54.85            31.49
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 55.00            31.49
     Journeyman Carpenter........$ 54.85            31.49
     Millwright.................$ 54.95            33.08
----------------------------------------------------------------
 CARP0405-002 07/01/2021

San Benito County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 54.85            31.49
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 49.12            31.49
     Journeyman Carpenter........$ 48.97            31.49
     Millwright.................$ 51.47            33.08
----------------------------------------------------------------
 CARP0505-001 07/01/2021

Santa Cruz County

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter..................$ 54.85            31.49
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Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 49.00	29.62

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades

construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 68.16	31.29
Zone B	$ 74.98	31.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes

CABLE SPLICER.....$ 74.54 36.09
ELECTRICIAN.....$ 66.26 35.84

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2025

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 104.68	49.46
ELECTRICIAN	$ 91.03	49.05

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		

Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2025

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 87.40	3%+46.79
ELECTRICIAN	$ 76.00	3%+46.79

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2025

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 86.00	51.07

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 07/01/2024

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 64.15	30.89

GROUP 2.....$ 62.62 30.89
GROUP 3.....$ 61.14 30.89
GROUP 4.....$ 59.76 30.89
GROUP 5.....$ 58.49 30.89
GROUP 6.....$ 57.17 30.89
GROUP 7.....$ 56.03 30.89
GROUP 8.....$ 54.89 30.89
GROUP 8-A.....$ 52.68 30.89

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4

Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 60.25	30.89
GROUP 1-A	$ 62.72	30.89
GROUP 2	$ 58.99	30.89
GROUP 3	$ 57.66	30.89
GROUP 4	$ 56.52	30.89
GROUP 5	$ 55.38	30.89
UNDERGROUND:		
GROUP 1	$ 60.15	30.89
GROUP 1-A	$ 62.62	30.89
GROUP 2	$ 58.89	30.89
GROUP 3	$ 57.56	30.89
GROUP 4	$ 56.42	30.89
GROUP 5	$ 55.28	30.89

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing

and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie

spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and

Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		

Operator.....$ 56.53 39.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.33	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.83	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69

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     Area 2.....................$ 36.75            29.69

  ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial
  site clean-up; site preparation; removal of
  asbestos-containing materials from walls and ceilings; or
  from pipes, boilers and mechanical systems only if they are
  being scrapped; encapsulation, enclosure and disposal of
  asbestos-containing materials by hand or with equipment or
  machinery; scaffolding; fabrication of temporary wooden
  barriers; and assembly of decontamination stations.

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 LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

                                   Rates          Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)
     Escort Driver, Flag Person..$ 36.26            27.30
     Traffic Control Person I....$ 36.56            27.30
     Traffic Control Person II...$ 34.06            27.30

  TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
  cushions, construction area and roadside signage.

  TRAFFIC CONTROL PERSON II: Installation and removal of
  temporary/permanent signs, markers, delineators and crash
  cushions.

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 LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

                                   Rates          Fringes

LABORER
     Mason Tender-Brick.........$ 36.29            25.55
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 LABO0073-005 06/26/2023

                                   Rates          Fringes

Tunnel and Shaft Laborers:
     GROUP 1....................$ 45.89            27.72
     GROUP 2....................$ 45.66            27.72
     GROUP 3....................$ 45.41            27.72
     GROUP 4....................$ 44.96            27.72
     GROUP 5....................$ 44.42            27.72
     Shotcrete Specialist.......$ 46.41            27.72

TUNNEL AND SHAFT CLASSIFICATIONS

  GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
  nozzlemen

  GROUP 2: Rodmen; Shaft work & raise (below actual or
  excavated ground level)

  GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
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Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72

GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30

GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		

GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes

Brick Tender.....$ 37.05 27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 63.76	32.69
AREA 2	$ 59.63	31.29

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 43.45	22.80

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 57.00	28.04

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 77.35	36.53

PLUM0062-001 07/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.85	42.85

PLUM0159-001 07/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 67.68	49.04
(2) All other work	$ 68.57	49.04

PLUM0246-001 01/01/2025

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.65	41.59

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including

paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2025

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 80.50	50.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 80.50	50.45

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* PLUM0355-004 07/01/2025

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 36.01	18.50

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 56.60	38.14

PLUM0467-001 07/01/2025

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 87.75	41.44

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2024

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 54.94	23.34

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/04/2025

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 82.44	40.10

SFCA0669-011 04/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 49.69	28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 44.45	35.55

TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 43.26	34.28
GROUP 2.....	$ 43.56	34.28
GROUP 3.....	$ 43.86	34.28
GROUP 4.....	$ 44.21	34.28
GROUP 5.....	$ 44.56	34.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). 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 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
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U.S. Department of Labor

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END OF GENERAL DECISION"

"General Decision Number: NV20250001 08/01/2025

Superseded General Decision Number: NV20240001

State: Nevada

Construction Types: Building, Heavy and Highway
DEPARTMENT OF DEFENSE - TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR)

Counties: Clark, Lincoln and Nye Counties in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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 $17.75 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 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	03/14/2025
3	05/16/2025
4	08/01/2025

ASBE0135-001 10/01/2024

	Rates	Fringes
Asbestos/Insulator Worker (Mechanic)	$ 65.85	19.38

ZONE: C - NTTR $8.00

BOIL0092-002 10/01/2024

	Rates	Fringes
BOILERMAKER (Blacksmith)	$ 44.31	28.96

BRNV0013-004 03/01/2024

	Rates	Fringes
BRICKLAYER	$ 50.90	19.93
MARBLE SETTER	$ 50.27	18.29
TERRAZZO WORKER/SETTER	$ 50.27	18.29
TILE FINISHER	$ 35.64	14.20
TILE SETTER	$ 47.70	18.23

ZONE PAY:
Zone 1: Free Zone 0-40 miles $0.00
Zone 2: 41-50 miles - $3.75
Zone 3: 51-70 miles - $5.00
Zone 4: Over 71 miles - $10.00

CARP1607-005 10/01/2024

	Rates	Fringes
MILLWRIGHT	$ 48.13	27.82

Zone Pay
Zone 1: Free Zone
Zone 2: $2.50 - 40-60 miles
Zone 3: $4.25 - over 60 miles

CARP1977-006 10/01/2024

	Rates	Fringes
CARPENTER	$ 47.13	27.82
Locksmith	$ 51.84	27.82
Power Saw Operator/Pneumatic Nailer	$ 47.13	27.82

ZONE PAY:
Zone 1: Free Zone- $0.00

Zone 2: 40-60 miles -$2.50
Zone 3: Over 60 miles-$4.25

ELEC0357-002 10/01/2024

	Rates	Fringes
ELECTRICIAN (Cable Splicer).....	$ 63.77	31.06
ELECTRICIAN (Communication Technician).....	$ 63.27	31.06
ELECTRICIAN.....	$ 63.27	31.06

ZONE PAY:
Zone 1: 0-25 miles - $0.00
Zone 2: 26-55 miles - $2.50
Zone 3: Over 55 miles - $3.50

ELEC0396-005 12/01/2023

	Rates	Fringes
LINE CONSTRUCTION		
Groundman.....	$ 51.77	22.26+3%
Heavy Equipment Operator....	$ 64.71	22.26+3%
Lineman.....	$ 64.71	22.26+3%

ELEV0018-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 69.43	38.435+a+b

ZONE PAY:
Zone A - Las Vegas
Zone B - Mercury $2.00
Zone C - NTTR $2.50

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 0 months to 5 years of service.
b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-010 10/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	$ 52.94	34.85
GROUP 2.....	$ 53.89	34.85
GROUP 3.....	$ 54.18	34.85
GROUP 4.....	$ 55.67	34.85
GROUP 5.....	$ 56.77	34.85
GROUP 6.....	$ 56.89	34.85
GROUP 7.....	$ 57.14	34.85
GROUP 8.....	$ 57.39	34.85
GROUP 9.....	$ 57.89	34.85

GROUP10.....$ 61.48 34.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor, Pump or Generator Operator; Engineer- Oiler and Signalman; Gupie Operator (cement); Steam Cleaner/Pressure Washer, Switchman or Brakeman, Blade Operator; Rotary Drill Tender (Rotary and Core); Steam Cleaner/Pressure Washer; Switchman or Brakeman.

GROUP 2: Concrete Mixer Operator (skid type); Conveyor Operator and Beltman; Fireman; Generator, Pump or Compressor Operator (2 to 5 Units inclusive, over 5 units; $0.10 per hour for each additional unit up to 10 units, portable units); Generator, Pump or Compressor Plant Operator; Hydrostatic Pump Motorman (rotary and core); PJU Side Dump Jack; Screening and Conveyor Machine Operator (or similar type); Skiploader (wheeltype Ford; Ferguson; Jeep or similar type, 3/4 yard or less (without drag-type attachments); Temporary Heating Plant Operator.

GROUP 3: A-frame or Winch Truck Operator; Bobcat or similar type (skid steer); Derrickman (rotary and core); Dinky Locomotive or Tunnel Motor Operator; Elevator Hoist Operator; Equipment Greaser; Ford, Ferguson or similar type (with drag-type attachments); Global Position Systems Chainman and Rodman; Hydra-Hammer (or similar type equipment); Material Hoist/Outside Manlift Operator; Power Concrete Curing Machine; Power Concrete Saw Operator (or similar type); Power-Driven Jumbo Form Setter; Rodman and Chainman; Ross Carrier Operator; Self-Climbing Scaffold (or similar type); Self-ropelled Tar Pipelining Machine Operator; Stationary Pipe Wrapping and Cleaning Machine Operator; Towblade Operator.

GROUP 4: Asphalt Plant Fireman; Boring Machine Operator; Boring System Electronic Tracking Locator; Boxman or Mixer Box Operator (concrete or asphalt plant); Fishing Tool Engineer; Highline Cableway Signalman; Horizontal Directional Drilling Machine; Instrumentman; Locomotive Engineer; Micro Tunneling (above ground tunnel); Mini-Excavator; Mud Plant Operator; Power Sweeper Operator; Roller Operator (compacting); Screed Operator; Seeder; Trenching Machine Operator (up to 6ft. depth); Vacuum Truck.

GROUP 5: Asphalt or Concrete Spreading Mechanical Tamping or Finishing Machine Operator- roller (all types and sizes), soil, cement, asphalt finish; Asphalt Plant Engineer; Deck Engine Operator; Grade Checker; Pavement-Breaker Operator; Pneumatic Heading Shield (tunnel); Road Oil Mixing Machine Operator; Forklift (under five tons); Rubber-Tired, Heavy Duty Equipment Operator (Oshkosh; DW Euclid, Letourneau; Laplant-Choate, or similar type equipment with any type attachments); Skidloader (wheeltype, over 3/4 yds., up to and including 1 1/2-yards); Slip Form Pump Operator (power-driven hydraulic lifting device for concrete forms); Tractor Operator (drag-type shovel, bulldozer, tamper scraper and push tractor.

GROUP 6: Batch Plant Operator; Bulk Plant Operator; Concrete Mixer Operator (paving); Concrete Mobile Mixer Operator;

Concrete Pump or Pumpcrete Gun Operator; Crushing PlantEengineer; Dandy Digger; Driller (rotary and core); Elevating Grade Operator; Forklift (over (5) tons); Grade-All Operator; Heavy Duty Welder; Highline Cableway Operator; Hoist Operator (chicago boom and mine); Jumbo Pipe Carrier; Kolman Belt Loader (and similar type); Lift Slab Machine Operator; Loader Operator (Athey, Euclid, Hancock, Sierra or similar type); Machinist Operator; Micro Tunnel System (below ground); Motor Patrol Operator (any type or size); Ozzie Padder (or similar type); Pneumatic Concrete Placing Machine Operator (Hackley- Presswell or similar type); Pneumatic Pipe Ramming Tool (and similar types); Rotomill Operator; Sewer Plant Operator; Shovel, Backhoe, Dragline, Clamshell, Derrick, Derrick Barge, Crane Piledriver and Mucking Machine Operator; Shuttle Buggy; Skiploader (wheeltype, over 1-1/2 yds); Surface Heater and Planer Operator; Tractor Loader Operator (crawler type all types and sizes); Tractor Operator (with boom attachments); Traveling Pipe Wrapping, Cleaning and Bending Machine Operator; Trenching Machine Operator (over 6 ft. depth); Tunnel Boring Machine Operator; Water pull (compaction); Water Well Driller.

GROUP 7: Body and Fender Mechanic; Global Position Systems Party Chief; Heavy Duty Welder and Repairman; Light Duty Repairman (hybrid/all electric); Party Chief.

GROUP 8: Combination Heavy Duty Repairman and Welder; Excavator Operator (track/rubber-tired-with all attachments); Power Production Mechanic; Steam/Hot Water Boiler Plant Operator.

GROUP 9: Rubber Tired, Tandem, Multiple Engine, Earth-Moving Equipment Operator; Water Treatment/Distribution Operator; Plant Operator; Crane Oiler.

GROUP 10: Crane Operator.

Zone Pay
Zone 1 - Free Zone $0.00
Zone 2 - $3.00 32.5-45 Miles
Zone 3: $4.00 - 45-60 Miles
Zone 4: $4.50 - over 60 Miles

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* IRON0118-015 10/01/2024

	Rates	Fringes
IRONWORKER	$ 59.46	35.59

Zone Pay: $4.50

LABO0872-008 10/01/2024

	Rates	Fringes
LABORER		
GROUP 1	$ 43.90	27.75
GROUP 2	$ 44.84	27.75
GROUP 3	$ 45.05	27.75

GROUP 4	$ 45.29	27.75
GROUP 5	$ 45.55	27.75
GROUP 6	$ 45.85	27.75

GROUP 1: Building/Office Cleanup, Flagperson;

GROUP 2: Laborer - General (Construction Cleanup, etc.), Demolition, Dry Packing Concrete & Filling of Form Bolt Holes, Fence Builder, Tool Attendant (jobsite only), Gas & Oil Pipeline, Window Cleaners, Fine Grader, Highway & Street Paving, Airport Runways & similar work, Guinea Chaser, Landscape Gardener, Nurseryman and Grounds Keeper, Packing rod Steel and Pans;

GROUP 3: Asbestos Abatement, Chucktender (except tunnels), Gas & Oil Pipeline Wrapper-Pot Tender and Form Man, Operator of Cement Grinding Machine, Roto-Scraper, Sandblaster (Pot Tender), Scaler, Septic Tank Digger & Installer (Leadman),Making & Caulking of all nonmetallic pipe joints, Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type brush shedders, Tank Scaler and Cleaner, Concrete Sawman, Concrete Core Cutter, Machine Tool Operator (operators and tenders of pneumatic & electric tools, vibrating machines and similar mechanical tools not separately classified herein, including handguided ditch witch and hand-type roller), Asphalt Raker, Ironer, Spreader, Slurry Sealer, Buggymobile Man, Cement Dumper, Concrete Curer, Cesspool Digger & Installer, Rip Rap Stone Paver;

GROUP 4: Jackhammer, Driller and/or Pavement Breaker, Rock Slinger, Laying of all nonmetallic pipe, including sewer pipe, drain pipe and underground tile, Gas and Oil Pipeline Wrapper, Cutting Torch Operator (demollition);

GROUP 5: Driller, Head Rock Slinger, Sandblaster (nozzleman), Steel headerboard man, Powderman, Cribber or Shorer;

GROUP 6: Herbicide, Pesticide, Hantavirus Suppression;

Zone Pay: $3.75

FOOT NOTE: Savings Account of $2.29 should be added to the base rate

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* PAIN0159-001 01/01/2025

	Rates	Fringes
PAINTER		
GROUP 1:	$ 49.69	28.61
GROUP 2:	$ 49.69	28.61
GROUP 3:	$ 49.69	28.61

GROUP 1: Brush and Roller

GROUP 2: Spray Painter Speciality Applications, Sandblaster, Pot Tender, Nozzleman, Tapers, Flushers and Detailing, Paper Hanger, Sign Painting

GROUP 3: Floor covers, Carpet, Linoleum, Resilient Tile Workers, Spray Painter (structural steel, or when working from rigging, swing stag or boatswain chair), Steeple-Jack

and Glazier.

Zone Pay
Zone 1: 0-40 miles - $0.00
Zone 2: 41-60 miles - $2.50
Zone 3: Over 60 miles - $4.25

PLAS0797-003 10/01/2024

	Rates	Fringes
CEMENT MASON	$ 52.86	21.13
PLASTERER	$ 52.86	21.13

Zone Pay - $4.00

PLUM0525-004 10/01/2024

	Rates	Fringes
PIPEFITTER (including CFC HVACR Technician, Insert Gas Welder, Boiler Technician)	$ 62.29	26.05
PLUMBER (including Lead Burner)	$ 62.29	26.05

ZONE PAY:
Zone 1: $0.00 - 0-20 miles
Zone 2: $3.75 - 20.01-45 miles
Zone 3: $7.50 - 45.01-75 miles
Zone 4: $11.25 - 75.01 miles and over

ROOF0162-002 08/01/2024

	Rates	Fringes
ROOFER (including Waterproofing)	$ 37.76	12.42

SFNV0669-004 12/30/2024

	Rates	Fringes
SPRINKLER FITTER	$ 66.22	20.34

Zone Pay

Zone A: Las Vegas - $0.00
Zone B: NNSS - $2.50
Zone C: NTTR - $2.50

SHEE0088-002 10/01/2024

	Rates	Fringes
SHEET METAL WORKER	$ 69.74	30.85

ZONE PAY
Zone 1: 0-30 miles $0.00

Zone 2: 30-50 miles $2.50
Zone 3: 50-100 miles $3.50
Zone 4: over 100 miles $5.00

TEAM0631-006 10/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 47.48	27.87
GROUP 2	$ 47.48	27.87
GROUP 3	$ 47.53	27.87
GROUP 4	$ 47.69	27.87
GROUP 5	$ 48.34	27.87

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Light Duty Driver.

GROUP 2: Bootman, Greaser, Light Vehicle Dispatcher, Tireman.

GROUP 3: Heavy Duty Driver, Forklift Driver, Equipment Parts and Light Duty Repairman.

GROUP 4: Extra Heavy Duty Driver, Forklift Driver (over 15 ton) and Warehouseman.

GROUP 5: Undergound Dump Truck Driver, Off-Road and Special Equipment Driver, Heavy Duty Truck Repair and Garbage Truck

Zone Pay
Zone 1: Free Zone $0.00 1-20 miles
Zone 2: $1.50 20-40 miles
Zone 3: $2.50 40-60 miles
Zone 4: $3.50 over 60 miles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

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include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: NV20250027 07/04/2025

Superseded General Decision Number: NV20240027

State: Nevada

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (including sewer / water construction).

County: Nye County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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 $17.75 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 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number	Publication Date
0	01/03/2025
1	02/14/2025
2	07/04/2025

* CARP1977-001 07/01/2025

	Rates	Fringes
CARPENTER (Including Form Work)	$ 57.69	21.53

ELEC0396-002 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION (Groundman)	$ 38.74	19.36

ELEC1245-003 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION (Lineman)		
Lineman	$ 70.16	24.71

ENGI0003-016 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 07	$ 49.02	30.38
GROUP 08	$ 49.61	30.38
GROUP 10	$ 50.28	30.38
GROUP 10A	$ 42.72	24.50
GROUP 11	$ 50.71	30.38
GROUP 11A	$ 52.35	30.38

GROUP 7: Screed/Screedman (except asphaltic or concrete paving); (Barber-Greene and similar) (asphaltic or concrete paving).

GROUP 8: Loader

GROUP 10: Gradesetter, Grade Checker

GROUP 10A: Power Shovels, Clamshells, Draglines, Cranes (up to and including one [1] cu. yd.); Grader/Blade (Finish Blade).

GROUP 11: Power Shovels, Clamshells, Draglines, Backhoes, Gradalls (over one [1] cu. yd. and up to and including seven [7] cu. yds. m.r.c.) (Assistant to Engineer required) (Two [2] Assistants to Engineer required on 120B, similar or larger).

GROUP 11A: Power Shovels, Clamshells, Draglines, Backhoes and Gradalls {over seven (7] cu. yds. m.r.c.) {Assistant to Engineer required; an additional Assistant to Engineer is required if the shovel or dragline is electrically powered).

ENGI0003-024 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(09) Mechanic and Backhoe Loader Combo	$ 49.93	30.38

ENGI0012-014 10/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
GROUP 12	$ 62.59	33.85
GROUP 16	$ 64.01	33.85
GROUP 17	$ 64.51	33.85
GROUP 19	$ 66.54	33.85
GROUP 20	$ 67.15	33.85
GROUP 21	$ 67.76	33.85
GROUP 22	$ 68.52	33.85
GROUP 23	$ 68.98	33.85

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

ENGI0012-019 10/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Backhoe/Excavator/Trackhoe)		
Group 4	$ 60.17	33.85
Group 8	$ 60.50	33.85
Group 10	$ 60.62	33.85
Group 12	$ 60.79	33.85
Group 16	$ 61.12	33.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 4: Backhoe Operator (Mini-Max or similar type); Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs.)

Group 8: Backhoe Operator (up to an including 3/4 yd); (over 3/4 yd); Excavator Track/Rubber-Tired - (Operating Weight 21, 000 lbs. - 100, 000 lbs.)

Group 10: Backhoe Operator (over 5 cu. yds)

Group 12: Backhoe Operator (over 7 cu. yds); Excavator Track/Rubber-Tired - (Operating Weight 21, 000 lbs. - 100, 000 lbs.)

Group 16: Excavator Track/Rubber-Tired - (Operating Weight exceeding 200,000 lbs.)

IRON0416-002 01/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING	$ 50.70	35.15

IRON0433-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 46.20	34.30

LABO0169-027 10/01/2024

	Rates	Fringes
LABORER		
(1) Common or General	$ 33.95	16.30
(3) Concrete Saw (Hand Held/Walk Behind); Mason Tender - Cement/Concrete;...	$ 34.20	16.30
(4) Pipelayer	$ 34.45	16.30

LABO0872-013 07/01/2023

	Rates	Fringes
LABORER		
(1) Landscape	$ 34.48	31.21
(2) Asphalt Raker, Shoveler, Spreader and Distributor	$ 34.69	31.21

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* SUNV2014-031 09/08/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 40.26	0.00
ELECTRICIAN	$ 38.02	13.40
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 49.59	7.48

OPERATOR: Mechanic.....$ 32.97 17.65

OPERATOR: Roller.....$ 41.60 12.77

TRUCK DRIVER: Dump Truck.....$ 31.77 4.16

TRUCK DRIVER: Water Truck.....$ 16.64 ** 4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). 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 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: HI20250001 09/12/2025

Superseded General Decision Number: HI20240001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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 $17.75 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 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	01/31/2025
3	02/14/2025
4	02/28/2025
5	03/14/2025
6	04/04/2025
7	04/18/2025
8	06/20/2025
9	08/01/2025
10	08/08/2025
11	09/12/2025

* ASBE0132-001 09/07/2025

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls	$ 46.90	29.75

BOIL0627-005 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 49.37	31.25

BRHI0001-001 09/05/2023

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons	$ 48.03	32.23
Pointers, Caulkers and Weatherproofers	$ 48.28	32.23

BRHI0001-002 09/05/2023

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders	$ 44.69	33.00
Terrazzo Floor Grinders and Tenders	$ 43.14	33.00
Tile, Marble and Terrazzo Workers	$ 46.50	33.00

* CARP0745-001 09/01/2025

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor		

Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....$ 55.50 29.81
Millwrights and Machine Erectors.....$ 55.75 29.81
Power Saw Operators (2 h.p. and over).....$ 55.65 29.81

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* CARP0745-002 09/01/2025

	Rates	Fringes
Drywall and Acoustical Workers and Lathers	$ 55.75	29.81

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* ELEC1186-001 08/24/2025

	Rates	Fringes
Electricians:		
Cable Splicers	$ 63.90	33.38
Electricians	$ 56.55	33.16
Telecommunication worker	$ 41.00	16.28

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* ELEC1186-002 08/24/2025

	Rates	Fringes
Line Construction:		
Cable Splicers	$ 63.90	33.38
Groundmen/Truck Drivers	$ 42.41	27.14
Heavy Equipment Operators	$ 50.90	30.75
Linemen	$ 56.55	33.16
Telecommunication worker	$ 41.00	16.28

ELEV0126-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 73.85	38.435+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/02/2024

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	$ 78.96	36.825
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	$ 69.59	36.825
Stand-by Diver (Aqua Lung) (Scuba)	$ 60.21	36.825
Diver (Other than Aqua Lung)		

Diver (Other than Aqua Lung)	$ 78.96	36.825
Diver Tender (Other than Aqua Lung)	$ 57.18	36.825
Stand-by Diver (Other than Aqua Lung)	$ 60.21	36.825
Helicopter Work		
Airborne Hoist Operator for Helicopter	$ 58.76	36.825
Co-Pilot of Helicopter	$ 58.90	36.825
Pilot of Helicopter	$ 59.07	36.825
Power equipment operator - tunnel work		
GROUP 1	$ 55.20	36.825
GROUP 2	$ 55.31	36.825
GROUP 3	$ 55.48	36.825
GROUP 4	$ 55.75	36.825
GROUP 5	$ 56.06	36.825
GROUP 6	$ 56.71	36.825
GROUP 7	$ 57.03	36.825
GROUP 8	$ 57.14	36.825
GROUP 9	$ 57.25	36.825
GROUP 9A	$ 57.48	36.825
GROUP 10	$ 57.54	36.825
GROUP 10A	$ 57.69	36.825
GROUP 11	$ 57.84	36.825
GROUP 12	$ 58.20	36.825
GROUP 12A	$ 58.56	36.825
Power equipment operators:		
GROUP 1	$ 54.90	36.825
GROUP 2	$ 55.01	36.825
GROUP 3	$ 55.18	36.825
GROUP 4	$ 55.45	36.825
GROUP 5	$ 55.76	36.825
GROUP 6	$ 56.41	36.825
GROUP 7	$ 56.73	36.825
GROUP 8	$ 56.84	36.825
GROUP 9	$ 56.95	36.825
GROUP 9A	$ 57.18	36.825
GROUP 10	$ 57.24	36.825
GROUP 10A	$ 57.39	36.825
GROUP 11	$ 57.54	36.825
GROUP 12	$ 57.90	36.825
GROUP 12A	$ 58.26	36.825
GROUP 13	$ 55.18	36.825
GROUP 13A	$ 55.45	36.825
GROUP 13B	$ 55.76	36.825
GROUP 13C	$ 56.41	36.825
GROUP 13D	$ 56.73	36.825
GROUP 13E	$ 56.84	36.825

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose ""A"" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines (""Bank"" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose ""A""Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial

Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loaderand Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds.,"" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired

Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebher, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/02/2024

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand	$ 55.18	36.70
Boat Operator	$ 57.39	36.70
Master Boat Operator	$ 57.54	36.70
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1	$ 57.90	36.70
GROUP 2	$ 57.24	36.70
GROUP 3	$ 56.84	36.70
GROUP 4	$ 55.18	36.70
Dredging: (Derricks)		
GROUP 1	$ 57.90	36.70
GROUP 2	$ 57.24	36.70
GROUP 3	$ 56.84	36.70
GROUP 4	$ 55.18	36.70
Dredging: (Hydraulic Suction Dredges)		
GROUP 1	$ 57.54	36.70
GROUP 2	$ 57.39	36.70
GROUP 3	$ 57.24	36.70
GROUP 4	$ 57.18	36.70
GROUP 5	$ 37.88	26.76
Group 5	$ 56.84	36.70
GROUP 6	$ 37.77	26.76
Group 6	$ 56.73	36.70
GROUP 7	$ 36.22	26.76
Group 7	$ 55.18	36.70

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
GROUP 2: Mechanic or Welder; Watch Engineer.
GROUP 3: Barge Mate; Deckmate.
GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
GROUP 2: Watch Engineer (steam or electric).
GROUP 3: Mechanic or Welder.
GROUP 4: Dozer Operator.
GROUP 5: Deckmate.
GROUP 6: Winchman (Stern Winch on Dredge)
GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
GROUP 2: Saurman Type Dragline (over 5 cubic yards).
GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
GROUP 4: Deckhand, Fireman, Oiler.

ENGI0003-044 09/02/2024

	Rates	Fringes
Power Equipment Operators		

(PAVING)

Asphalt Concrete Material Transfer	$ 55.88	37.32
Asphalt Plant Operator	$ 56.31	37.32
Asphalt Raker	$ 54.92	37.32
Asphalt Spreader Operator	$ 56.40	37.32
Cold Planer	$ 56.71	37.32
Combination Loader/Backhoe (over 3/4 cu.yd.)	$ 54.92	37.32
Combination Loader/Backhoe (up to 3/4 cu.yd.)	$ 53.94	37.32
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	$ 55.88	37.32
Grader	$ 56.71	37.32
Laborer, Hand Roller	$ 54.42	37.32
Loader (2 1/2 cu. yds. and under)	$ 55.88	37.32
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)	$ 56.20	37.32
Roller Operator (five tons and under)	$ 54.65	37.32
Roller Operator (over five tons)	$ 56.08	37.32
Screed Person	$ 55.88	37.32
Soil Stabilizer	$ 56.71	37.32

IRON0625-001 09/01/2024

	Rates	Fringes
Ironworkers:	$ 48.00	41.86

a. Employees will be paid $.50 per hour more while working in tunnels and coffer dams; $1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

LABO0368-001 09/02/2024

	Rates	Fringes
Laborers:		
Driller	$ 44.75	25.96
Final Clean Up	$ 31.40	21.37
Gunite/Shotcrete Operator and High Scaler	$ 42.25	25.96
Laborer I	$ 41.75	25.96
Laborer II	$ 39.15	25.96
Mason Tender/Hod Carrier	$ 42.25	25.96
Powderman	$ 42.75	25.96
Window Washer (bosun chair)	$ 41.25	25.96

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping

Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the

laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers'work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways,

sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than ""Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unlading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam ""Target Man"" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning,

back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

LABO0368-002 09/03/2024

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1	$ 28.40	17.15
GROUP 2	$ 29.40	17.15
GROUP 3	$ 23.00	17.15

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system,

(e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing oflandscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and ""gang"" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not ""take"" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of ""weed eaters"", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and ""gang"" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer,

Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the peformance of other types of gardening, yardman, and horticultural-related work.

LABO0368-003 09/02/2024

	Rates	Fringes
Underground Laborer		
GROUP 1	$ 42.35	25.91
GROUP 2	$ 43.85	25.91
GROUP 3	$ 44.35	25.91
GROUP 4	$ 45.35	25.91
GROUP 5	$ 45.70	25.91
GROUP 6	$ 45.95	25.91
GROUP 7	$ 46.40	25.91

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2025

	Rates	Fringes
Painters:		
Brush	$ 44.05	30.05
Sandblaster; Spray	$ 44.05	30.05

PAIN1889-001 07/01/2025

	Rates	Fringes

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Glaziers.....................$ 48.50            40.20
----------------------------------------------------------------
 PAIN1926-001 03/02/2025

                                  Rates          Fringes

Soft Floor Layers..............$ 43.27            35.18
----------------------------------------------------------------
 PAIN1944-001 01/01/2025

                                  Rates          Fringes

Taper..........................$ 47.36            32.00
----------------------------------------------------------------
 PLAS0630-001 09/04/2023

                                  Rates          Fringes

PLASTERER......................$ 46.12            34.53
----------------------------------------------------------------
 PLAS0630-002 09/04/2023

                                  Rates          Fringes

Cement Masons:
     Cement Masons.............$ 44.12            33.63
     Trowel Machine Operators....$ 44.27            33.63
----------------------------------------------------------------
 PLUM0675-001 07/06/2025

                                  Rates          Fringes

Plumber, Pipefitter,
Steamfitter & Sprinkler Fitter...$ 53.83            33.19
----------------------------------------------------------------
 ROOF0221-001 11/06/2022

                                  Rates          Fringes

Roofers (Including Built Up,
Composition and Single Ply)......$ 43.15            21.21
----------------------------------------------------------------
 SHEE0293-001 03/02/2025

                                  Rates          Fringes

Sheet metal worker.............$ 50.16            33.32
----------------------------------------------------------------
*  SUHI1997-002 09/15/1997

                                  Rates          Fringes

Drapery Installer..............$ 13.60 **          1.20

FENCE ERECTOR (Chain Link
Fence).........................$  9.33 **          1.65
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
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minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). 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 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J, APPENDIX N SUBCLIN 0003AA, STATEMENT OF WORK/TERMS AND CONDITIONS

Section J List of Attachments		
Document Name	Date	# of Pages
Final Design Report	February 5, 2025	117
Mission Need Statement (MNS)	May 3, 2019	34
Work Authorizations (WAs)	Multiple, held with Contractor	
Project Execution Plan (PEP)	July 31, 2025	40
Program Requirements Document (PRD)	January 2021	24
Project Milestone Schedule	October 2025	TBD
Construction Project Data Sheet (CPDS)	FY25 - Mar. 25, 2024 FY26 - May 3, 2025	FY25 - 7 FY26 - 7
Specifications and Drawings	Multiple, held with Contractor	
Submittal Forms & Register	Multiple, held with Contractor	
Work Breakdown Structure (WBS)	Multiple, held with Contractor	
Project Schedule	Multiple, held with Contractor	
SubCLIN 0003AA Additional Terms and Conditions	September 5, 2025	2

Upon request the Contractor shall provide copies of all documents listed as "Multiple, held with Contractor."