

2. AMENDMENT/MODIFICATION NO. 0285	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05115	7. ADMINISTERED BY (If other than Item 6) NNSA Production OFC NA-NPO P.O. Box 2050 Oak Ridge TN 37830	CODE 05047

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONSOLIDATED NUCLEAR SECURITY , LLC Attn: Willie Wilson 301 Bear Creek Road OAK RIDGE TN 37830	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942 10B. DATED (SEE ITEM 13) 01/08/2013
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CODE E WV8QKG1JUV7	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: EWV8QKG1JUV7

The purpose of this modification is to incorporate agreed-upon changes to multiple contract appendices.

Section J, Appendix B, Fiscal Year 2023 DOE/NNSA Strategic Performance Evaluation and Measurement Plan (PEMP), is replaced in its entirety.
Section J, Appendix I, Personnel Appendix, is replaced in its entirety.
Section J, Appendix J, Key Personnel, is replaced in its entirety.
Section J, Appendix N, List of Applicable Directives, is replaced in its entirety.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard J. Tighe, President & Chief Executive Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joshua S. Beeler
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NA0001942/0285

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NAME OF OFFEROR OR CONTRACTOR
CONSOLIDATED NUCLEAR SECURITY , LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: Period of Performance: 07/01/2014 to 09/30/2025				

Fiscal Year 2023
DOE/NNSA Strategic Performance Evaluation and Measurement Plan (PEMP)


Consolidated Nuclear Security LLC


MANAGEMENT AND OPERATION OF THE


Pantex Plant and Y-12 National Security Complex


Contract Number: DE-NA0001942

Performance Evaluation Period: October 01, 2022 through September 30, 2023


Richard J. Tighe, Ph.D. Date
President and Chief Executive Officer
Consolidated Nuclear Security, LLC


Teresa Robbins Date
Field Office Manager
NNSA Production Office
National Nuclear Security Administration


Frances A. Lopez Date
Senior Director, Contracts
Consolidated Nuclear Security, LLC


Joshua S. Beeler Date
Contracting Officer
NNSA Production Office
National Nuclear Security Administration

FY 2023 PERFORMANCE EVALUATION AND MEASUREMENT PLAN

DOCUMENT REVISION HISTORY

Revision	Date	Change Description
1	February 21, 2023	Update Key Outcome 4.1 and 6.3

INTRODUCTION

The Pantex Plant (Pantex) and Y-12 National Security Complex (Y-12) are plants owned by the United States Government, under the custody of the Department of Energy (DOE) and is managed and operated by Consolidated Nuclear Security, LLC (CNS). 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 CNS performance and upon which NNSA shall determine of the amount of award fee earned. The available award fee amounts for FY 2023 are specified in Section B, *Supplies or Services and Prices/Costs*, of the Contract. This PEMP promotes a strategic Governance and Management Framework in support of the NNSA's Strategic Vision. This Strategic Vision requires CNS 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 CNS 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

The Pantex mission supports managing the nation's nuclear stockpile by performing disassembly, inspection and rebuild of weapon evaluations cycle units, assembly of Joint Test Assemblies (JTAs) and JTA post mortem analysis, assembly and disassembly of test bed units, Limited Life Component Exchange, programmatic alterations (usually defined as Alts or Mods), weapon repairs, weapon and component radiography and non-destructive evaluation, high explosive testing and explosive component evaluation, pit and non-nuclear evaluations, electrical and mechanical test, and surveillance and evaluation testing in support of Quality Evaluation Reports.

Y-12 supports national security programs through production of weapons components and parts; stockpile evaluation and maintenance; stockpile surveillance; dismantlement; and nuclear materials management, storage, and disposition. Its primary mission is the manufacturing of modern secondaries and processing and storage of highly enriched uranium.

Additionally, Pantex and Y-12 support several other NNSA identified missions, including nuclear nonproliferation, the Naval Reactors Program, emergency response, continuing management reform, and recapitalizing NNSA infrastructure.

MISSION PERFORMANCE

CNS 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, CNS 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 CNS leadership to use applicable DOE contractual requirements and recognized industrial standards based on consideration of its assurance system and supporting measures, metrics, and evidence. **CNS 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

CNS will recommend innovative, technology/science-based, systems-engineering solutions to the most challenging problems that face the nation and the globe. CNS 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 CNS to recommend and implement innovative business and management improvement solutions that enhance effectiveness and efficiency.

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 CNS 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 degradation 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. CNS 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 tri-annual feedback to CNS highlighting accomplishments and/or issues. At the end of the performance evaluation period, an evaluation of CNS performance will be completed based on contractor oversight 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.

This 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. Objectives and KOs (if any) will be assessed in the aggregate to determine an adjectival performance rating for each Goal. DOE/NNSA will consider CNS end of year self-assessment report in the performance evaluation. The performance ratings will be determined in accordance with FAR 16.401(e) (3) yielding ratings of Excellent, Very Good, Good, Satisfactory, or Unsatisfactory. Goals 1 through 5 will then be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract. Goal 6 will receive a separate rating and percentage of award fee earned. 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.**

CNS 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. Any change to the PEMP requires concurrence by the appropriate program office and the NNSA Senior Procurement Executive 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).

Goals 1 through 5

Goal	At Risk Award Fee	At Risk Award Fee Percent
Goal-1: Mission Delivery: Nuclear Weapons	\$35,589,639	40%
Goal-2: Mission Delivery: Global Nuclear Security	\$8,897,410	10%
Goal-3: Mission Innovation: Advancing Science and, Technology	\$4,448,705	5%
Goal-4: Mission Enablement	\$22,243,524	25%
Goal-5: Mission Leadership	\$17,794,819	20%

The above template is applied to each field office using At-Risk Award Fee (AF) amounts established in each individual contract. The amounts are based on estimated values for FY23 and will change slightly as actual values for various categories of work are established with FY23 budgets.

Goal 6

Goal	At Risk Award Fee	At Risk Award Fee Percent
Goal-6: Site Separation*	\$23,726,426*	100%*

***Note:** A separate AF pool has been established for Goal 6 Site Separation in accordance with contract extension negotiations. Only Goals 1 through 5 will be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract. CNS will receive a separate rating and percentage of award fee earned for Goal 6.

Goal-1: Mission Delivery: Nuclear Weapons

Successfully execute the cost, scope, and schedule of the Nuclear Stockpile mission work for Defense Programs work in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-1.1: Work as a team across the Nuclear Security Enterprise on stockpile modernization program scope to 1) achieve program delivery schedules; 2) lower risk to achieving military shipments; 3) improve manufacturability and supply chain execution; and 4) control costs.

- Objective-1.2: Execute production modernization processes and activities per expectations defined in Implementation Plans to sustain and improve production capabilities, equipment, and infrastructure for 1) War Reserve production; 2) component modernization and production; 3) strategic materials capabilities and production; and 4) improve safety margins, technology maturation strategies, and qualification, and logistics plans collaboratively across the NSE, and 5) improve modeling and analysis capabilities to accurately measure production.

- Objective-1.3: Execute stockpile system maintenance, production, limited-life component exchanges, weapon containers, surveillance, assessment, development studies/capability improvements, weapon program planning/support and dismantlement and disposition activities to meet DoD commitments and deliver the annual stockpile assessment.

- Objective-1.4: Provide the knowledge and expertise to maintain confidence in the nuclear stockpile without additional nuclear explosive testing by developing, maturing, and applying innovative strategies and technologies to sustain a robust stockpile and improve science and engineering capabilities, facilities, and essential skills to support existing and future nuclear security enterprise requirements.

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.

Objectives:

Objective-2.1: Support efforts to secure, account for, and interdict the illicit movement of nuclear weapons, weapons-useable nuclear materials, and radioactive materials.

Objective-2.2: Support U.S. national and nuclear security objectives in reducing global nuclear security threats through the innovation of unilateral and multi-lateral 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 including support for the Mobile Uranium Facility.

Objective-2.4: Support efforts to prevent proliferation, ensure peaceful nuclear uses, and enable verifiable nuclear reductions in order 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 unique radiological and nuclear (RN) emergency response missions, implement policies and procedures in support of RN incident response and nuclear forensics missions, and assist international partners/organizations.

Key Outcome(s):

KO 2.1 Produce new low enriched Uranium-Mo castings that meet the U.S. High Performance Research Reactor (USHPRR) Project's quality metrics based on findings from a completed Process Qualification Report. Package, and stage to ship U-Mo ingots from castings completed in FY 2023 or prior, to BWXT for the USHPRR Project, in accordance with the approved baseline.

KO 2.2 Produce High Assay Low Enriched Uranium (HALEU) in accordance with the approved baseline from castings to support NA-23 HALEU customers while sustaining at all times a quantity of HALEU on hand that equals or exceeds the expected demand for the Fiscal Year.

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 (including SPP) and technology transfer endeavors. Effectively manage high-impact DOE Work and Plant Directed Research and Development (PDRD) and Technology Transfer, etc. in a safe and secure manner consistent with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-3.1: Execute a research strategy that is clear and aligns discretionary investments (e.g., PDRD) with plant strategy and supports DOE/NNSA priorities particularly to improve manufacturing and production technology.
- Objective-3.2: Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- Objective-3.3: Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- Objective-3.4: Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- Objective-3.5: Research and develop high-impact technologies through effective partnerships, and technology transfer mechanisms that support the plant's strategy, DOE/NNSA priorities and impact the public good; and ensure that reporting, publishing, and information management requirements of federally funded scientific research and development are implemented (via DOE's Public Access Plan) and per DOE's Scientific and Technical Information Management directive (DOE O 241.1B).
- Objective-3.6: Pursue and perform high-impact work for DOE that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities, and essential skills.

Goal 4: Mission Enablement

Effectively and efficiently manage the safe and secure operations of Pantex and Y-12 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 while partnering to improve the site infrastructure. Performance will be measured by the contractor's assurance system, NNSA metrics, cost control, business and financial operations, project baselines, implementation plans, assessment and audit results, etc., with a focus on mission enablement.

Objectives:

- Objective-4.1: Deliver effective, efficient, and responsive Engineering, Environment, Safety, and Health, (ES&H), Quality (including weapon quality) and radioactive waste management. Advance DOE/NNSA's climate resiliency and sustainability goals with a focus on maximizing energy efficiency and supporting Carbon-Pollution-Free energy objectives.
- Objective-4.2: Deliver mission capabilities through the planning, design, acquisition, operation, maintenance, recapitalization, and disposition of facilities and infrastructure. Execute design and construction projects to achieve the scope at the established cost and schedule Contract Budget Baseline.
- Objective-4.3: Deliver effective, efficient, and responsive safeguards and security.
- Objective-4.4: Deliver efficient, effective, responsible and transparent financial management operations and systems including financial integration reporting; budget formulation and execution; programmatic cost estimates; and internal controls.
- Objective-4.5: Deliver efficient and effective management of legal risk and incorporation of best legal practices.
- Objective-4.6: Deliver effective, efficient, and responsive information technology systems and cybersecurity that provides for a comprehensive mission and functional area delivery through the completion of the implementation factors established in the NA-IM IT and Cybersecurity Program Execution Guidance, and adaptive day-to-day IT and cybersecurity operations to support, protect, and defend mission/business systems and networks.
- Objective-4.7: Deliver effective, efficient, and responsive site emergency management programs in support of the DOE/NNSA Emergency Management Enterprise.
- Objective-4.8: Deliver efficient, effective, and compliant business operations including, but not limited to, procurement, human resources, and property systems, in support of NNSA missions. Focus areas to include: achievement of small business and socioeconomic goals; support provided to the NSE Workforce Recruitment Strategy; and strategic management of integrated recruiting, retention, and diversity programs.

Key Outcome(s):

- KO 4.1 Complete and submit the documentation by the end of FY 2023 Quarter 3 for the Electrorefining project CD-4.
- KO 4.2 Effectively work in coordination with the Sandia Field Office (SFO) M&O Contractor to meet the West End Protected Area Reduction (WEPAR) project Contract Budget Baseline and complete the applicable NA-70 and NA-90 projects necessary to enable the WEPAR project to achieve approved milestones.
- KO 4.3 Achieve CD-3A approval by the end of the FY 2023 Quarter 2 for the High Explosives Synthesis, Formulation, and Production (HESFP) project.
- KO 4.4 Complete the actions established in the FY 2021-23 CNS Enterprise Plan for Improving IT & Cybersecurity (EPIIC).

Goal-5: 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 the CNS leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of Pantex and Y-12 and the Enterprise.

Objectives:

- Objective-5.1: Define and implement a realistic strategic vision for the sites, in alignment with the NNSA Strategic Vision, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
- Objective-5.2: Demonstrate performance results through the institution of a Contractor Assurance System and promotion of rigorous, risk-informed, and credible self-assessment, feedback and improvement activities and cross organizational transparency, and accountability while also leveraging parent company resources and expertise.
- Objective-5.3: Develop and implement a National Security Enterprise-wide partnership model that enhances collaboration, reinforces shared fate and enables mission success including transformation of the stockpile and the enterprise.
- Objective-5.4: Exhibit professional excellence in performing roles/responsibilities while pursuing collaborative opportunities for continuous organizational and enterprise learning and demonstrated improvements that will improve productivity, grow the capacity to execute mission, and manage, rather than avoid, risk. Pursue innovations to increase agility and resilience while controlling costs.
- Objective-5.5: 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-5.6: LLC Leadership take decisive action, as a cooperative partner of NNSA, to attract and retain the workforce needed to achieve the nuclear security enterprise missions, with particular emphasis on critical and under-resources skill sets, reaching back to parent company resources as necessary.

Goal-6: Site Separation

Successfully execute the cost, schedule, and scope of planning and managing the separation of Y-12 and Pantex in accordance with the DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

Objective-6.1: Support activities necessary to prepare Pantex and Y-12 to be managed and operated independently under separate contracts, by positioning each site to function autonomously and developing a Site Separation Implementation Plan (SSIP).

Objective-6.2: Support and ensure continuity of leadership during the site separation and Charter a Governance Board to oversee leadership of critical separation activities to ensure these activities are implemented in a timely manner while avoiding negative impacts to critical mission areas.

Objective-6.3: Support all site separation deliverables.

Key Outcome(s):

KO 6.1 Publish an SSIP that incorporates: 1) key elements of the contract merger that improved overall performance at the sites, which will be retained through transition to two separate contracts; 2) a risk management plan describing an overall approach to mitigate mission performance risk for each site during the extension and transition process; and 3) an integrated and prioritized list of items that need special attention during the site split and transition. A draft SSIP roadmap with high level milestones is due January 31, 2023. An interim SSIP, which will include additional details from the draft SSIP but will not be resource loaded, will be due on April 30, 2023. The due date for submittal of the final SSIP, which will be resource loaded, will be determined following review and approval of the interim SSIP.

KO 6.2 Establish a Key Personnel (KP) position for Site Separation Activities Manager and necessary support resources to conduct site separation activities; provide written confirmation that the four (4) required Key Personnel positions have been filled at Pantex and Y-12 by January 1, 2023; and provide an approved Governance Board charter, which identifies the scope of the Board responsibilities and the selected membership by January 31, 2023.

KO 6.3 Produce a project plan, as part of the integrated SSIP, to implement IT and cyber security separation activities, which may utilize, to the extent possible, the analysis performed by an NNSA independent directed review.

FAR 16.401 (e) (3) AWARD FEE ADJECTIVAL RATINGS AND SUPPLEMENTAL DEFINITIONS

<p>Excellent</p>	<p>91%-100%</p>	<p>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.</p> <p><i>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.</i></p>
<p>Very Good</p>	<p>76% - 90%</p>	<p>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.</p> <p><i>This performance level is evidenced by accomplishments that greatly outweigh issues. No significant issues in performance exist.</i></p>
<p>Good</p>	<p>51% - 75%</p>	<p>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.</p> <p><i>This performance level is evidenced by accomplishments that slightly outweigh issues. No significant issues in performance exist.</i></p>
<p>Satisfactory</p>	<p>No greater than 50%</p>	<p>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.</p> <p><i>This performance level is evidenced by issues that slightly outweigh accomplishments.</i></p>

Unsatisfactory	0%	<p>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.</p> <p><i>This performance level is evidenced by issues that significantly outweigh accomplishments, if any.</i></p>
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Definitions:

An **Accomplishment** is 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.

An **Issue** is a point in question or a matter that raises concerns regarding successful performance of contract requirements within scope, cost (budget), and schedule baselines or concern of negative effect on requirements or other programs, indicating a decline in performance that needs attention and improvement.

SECTION J
APPENDIX I
PERSONNEL APPENDIX

(0018, 0114, 0147, 0285)

**SECTION J APPENDIX I
PERSONNEL APPENDIX**

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1.0 INTRODUCTION

The Contract DE-NA0001942, Federal Acquisition Regulation (FAR) Part 31, Department of Energy Acquisition Regulation (DEAR) Part 931 and DEAR 970.30 govern the allowability of personnel and other related costs incurred pursuant to the Contract. This Appendix sets forth personnel and other related policies that have cost implications under this Contract and are not covered explicitly in FAR or DEAR cost principles. This Appendix identifies those costs deemed reasonable and allowable for reimbursement when incurred in the performance of Contractor work. The Contractor shall seek Contracting Officer approval prior to incurring costs not specifically identified as allowable in this 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.

The personnel policies under Contracts DE-AC54-00AL66620 and DE-AC05-00OR22800 do not transfer to this Contract, with the exception of personnel policies assumed during the Transition Term. The assumed personnel policies, procedures, and other related documents will expire with the various implementation dates contained in this Appendix. If there is a conflict between the Contractor's policies and the terms of this Contract, the Contract will govern. Nothing in this Appendix makes costs allowable or reasonable that would otherwise be unallowable or unreasonable. The effective date for all items contained herein is October 1, 2014 unless otherwise indicated in this Appendix.

The Contractor shall obtain prior Contracting Officer approval of changes 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 shall 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 use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded. In addition, the Contractor shall ensure that, cost items which require prior approval of the NNSA Contractor Officer or designated representative are reviewed and approved prior to incurrence of costs.

Either party may request revisions to this Appendix, and both the parties agree to give consideration in good faith to any such request. When revisions to this Appendix are made, a contract modification shall 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 DEFINITIONS

The following terms as used in this Appendix have the meaning defined herein.

Ad Hoc Employee: Employees that are utilized on a project-type basis and their work hours are determined on a case-by-case basis by their management and the ad hoc employee. Ad Hoc employees are not eligible for company benefits.

Adjustment – an increase to an employee’s pay, but not job level, due to increased job scope, market comparability, internal equity, etc.

Basic Pay: Rate of pay per hour, per week, per pay period, per month, or per year exclusive of any premium.

Bargaining Unit Employees (Union Employees): Employees whose wages, hours of work, and working conditions have been negotiated into collective bargaining agreements.

Compensation Increase Plan (CIP): A plan for establishing need and specifying distribution of maximum dollar amounts and/or percentage of base payroll on an annualized basis, to be allocated to employee groups for base pay increases or lump sum payments during a pay year. The amounts approved are for granting merit, promotion, and adjustment increases.

Contractor: Refers to Consolidated Nuclear Security, LLC (CNS) or its successor under DE-NA0001942.

Employee: A person hired by and working for the Contractor.

Exempt Employees: Employees exempt from the provisions of the Fair Labor Standards Act (FLSA).

Immediate Family: Immediate family members include spouse, children, stepchildren, parents, stepparents, parents-in-law, brother, sister, half-brother, half-sister, brother-in-law, sister-in-law, grandparents, grandchildren of the employee of the employee, son-in-law, and daughter-in-law.

Nonexempt Non-bargaining (NENB) Employees: Employees entitled to overtime pay and minimum wage as described in the FLSA.

Overtime Pay: Payment for NENB employees at the rate of time and a half their basic pay for hours worked between 40 and 52 in a work week, and at a rate of double time their basic pay for hours worked in excess of 52 in a work week.

Promotion: The permanent placement of an Employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Straight time pay or straight time: Refers to overtime paid to exempt employees at their hourly Basic Rate.

Termination: Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the Employee is not removed from the payroll).

Variable Pay: A lump-sum, non-base cash payment separate from base salary.

Work Week: The employee's work schedule within a fixed and recurring period of 168 hours over 7 consecutive 24-hour periods.

3.0 COMPENSATION

The Compensation System program costs directly attributable to compensation provided to Contractor Employees will be allowable under this Appendix I. Section 3.0, Compensation, does not apply to Bargaining Unit Employees. Section 4.0 sets forth allowable costs associated with Bargaining Unit Employees.

A Variable Pay

1. Variable pay is reimbursable as outlined in the Annual Compensation Increase Plan (CIP) and allows the company to maintain a competitive position in the external market to attract, retain, and motivate top talent.
2. 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. Costs associated with the following non-base programs are allowable.
 - a. Appointments and Advancements
 - b. Other non-base bonus programs developed to respond to plant hiring and retention needs (e.g. sign-on bonuses; retention bonuses; Leadership Incentive Awards-bonus program includes supervisors, managers and high level individual contributors; Special Recognition Awards—award to recognize individuals for their contributions and milestones that have substantial impact on organizational programs; Critical Retention Program—award program established to retain critically skilled employees in technical areas such as engineering and information technology).
3. Additional Bonus for Non-Key Personnel

Non-base lump sum payments as a form of bonus to non-Key Personnel in accordance with the cost reduction clause (DEAR 970.5215-4 – NNSA Deviation dated November 2011) from resulted shared savings earned and negotiated cost reduction proposals will be allowable.

B Overtime Pay Program (effective July 1, 2018)

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 must submit to the Contracting Officer overtime utilization reports no later than one month after the end of each quarter (end of quarter = March 31, June 30, September 30 and December 31). If the report indicates that overtime comprised 4% or more of the overall payroll, the Contracting Officer may request that the Contractor submits a plan to lower the overall overtime rate as a percentage of payroll for the quarter following the quarter in which overtime exceeded 4% of total payroll. The Contractor shall notify the Contracting Officer when it is likely that overtime usage as a percentage (exempt and nonexempt base pay) of payroll may exceed, or is likely to exceed, 4% of overall payroll. For purposes of further defining language used below, hours worked is intended to describe hours charged where work was performed while time paid is intended to describe all hours paid.

1. Nonexempt Non-Bargaining (NENB)
 - a. All hours worked shall be included for computing Overtime Pay. Paid Time Off, Plant Closure, Plant Delay, Jury duty and Holiday time paid will be counted as hours worked in the computation of overtime.
 - b. Employee working a regular scheduled ten (10) hour shift and required to work thirteen (13) or more continuous hours will be granted thirty (30) minutes on company time to eat provided they will continue working and thirty (30) minutes for each subsequent four (4) hour period of work.
 - c. Employee working a regular scheduled nine (9) hour shift and required to work twelve (12) or more continuous hours will be granted thirty (30) minutes on company time to eat provided they will continue working and thirty (30) minutes for each subsequent four (4) hour period of work.
 - d. Employee working a regular scheduled eight (8) hour shift and required to work eleven (11) or more continuous hours will be granted thirty (30) minutes on company time to eat provided they will continue working and thirty (30) minutes for each subsequent four (4) hour period of work.
 - e. An Employee called in by the Contractor to work outside his/her regular shift to meet special requirements may be paid at the applicable overtime rate for all hours worked, or four (4) hours straight time pay, whichever is greater.
 - f. Call-In Allowance: An Employee who properly reports to work and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his or her regular hourly rate.
 - g. Holdover Allowance: A NENB Employee who is held over at their end of their shift will be paid only for the actual time worked and held over.

2. Exempt

a. The following Exempt Employees are eligible for straight time pay for over 80 hours worked in a bi-weekly period or pay period or 40 hours worked in a Work Week, when overtime work is directed and approved:

- Supervisors of Bargaining Unit Employees
- Supervisors within the Fire Department
- Supervisors within the Utilities Department
- Supervisors within the Security Force Department
- Employees within the Emergency Operations Center/Plant Shift Superintendents Office

All hours worked shall be included for computing Overtime Pay. Paid Time Off, Plant Closure, Plant Delay, Jury duty and Holiday time paid will be counted as hours worked in the computation of overtime for the above exempt employees.

b. Extended Work Week - Under extenuating circumstances, where Exempt Employees are required to work greater than 50 hours/week or 100 hours in a bi-weekly pay period on a continuing basis for five weeks or greater to meet critical goals and milestones, the Contractor may pay for additional hours above 45 hours per week or 90 hours in a biweekly pay period at the straight time rate for those additional hours. The request requires the approval of both the affected Contractor’s Division Manager/Director and the Chief Human Resources Officer.

C. Shift Differential (effective January 1, 2015)

1. Shift Differentials will be applied according to the schedule below:

Shift Differentials									
	Pantex					Y-12			
	Evening Shifts, and Daytime Weekend Work as Part of a Regular Work Schedule		Overnight Shifts, Evening Weekend Work as Part of a Regular Work Schedule, and Rotating Shifts			Evening Shifts, and Daytime Weekend Work as Part of a Regular Work Schedule		Overnight Shifts, Evening Weekend Work as Part of a Regular Work Schedule, and Rotating Shifts	
	Exempt	NENB	Exempt	NENB	Exempt	NENB	Exempt	NENB	Exempt
2015	10%	5%	10%	5%	6%	5%	8%	5%	
2016	9%	5%	10%	6%	7%	5%	9%	6%	
2017 and Beyond	8%	5%	10%	7%	8%	5%	10%	7%	

2. Employees who work shifts subject to a shift differential and who work overtime during their work week will receive Overtime Pay computed on their basic pay plus Shift Differential, if any, in effect during their regularly scheduled shift.

D. Approval of Individual Compensation Actions

1. Approval of Key Personnel Compensation Actions

The compensation actions for all Key Personnel shall be submitted for approval upon replacement and at least thirty (30) days in advance of the proposed effective date, when possible. DOE/NNSA shall exert its best efforts to process the approval determination within the thirty (30) day window, subsequent approval may be made retroactive to the effective date proposed by the Contractor.

2. Approval of Individual Compensation Actions in Excess of Salary Range

The Contractor shall obtain DOE/NNSA approval for any proposed salary amount paid an Employee in excess of the salary range prior to payment.

E. Special Allowances

Special salary allowances may be paid to Employees for certifications and/or qualifications and in specific work environments, and reimbursed in accordance with the Special Allowance Plan approved by the Contracting Officer. The addition, deletion, or modification of any Special Allowance shall be based upon:

- Affordability within the existing budget
- Comparability to the market
- Notification to/Approval of the Contracting Officer prior to implementation

F. Pay in Lieu of Notice

In the event the Contractor allows an Exempt Employee to resign with notice and, as deemed by the Contractor, the services of such Employee cannot be productively utilized 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.

G. Pay to Surviving Spouse or Dependents after the Death of an Active non-bargaining Employee.

In case of the death of an active, non-bargaining Employee, salary payments shall be continued until the end of the month following the month in which death occurs.

H. Part Time Employment

Part-time Employees may be hired at the salary ranges consistent with internal and external market pricing for comparable jobs.

The provisions of this paragraph shall apply to Employees hired as part-time and/or Employees transferring from full-time to part-time status who apply and receive approval for part-time employment status. Part-time status is defined as working between 20 – 39 hours during a work week. All part time Employees will be paid in accordance with hours worked, no matter whether their duties would typically exempt them from FLSA coverage.

1. All part-time Employees are considered nonexempt for overtime purposes consistent with the FLSA.
2. Part-time Employees will be paid straight time for all hours worked up to 40 in a week, no matter how many hours are worked in any one day.
3. Part-time employees are not eligible for paid personal leave.
4. Part-time Employees shall be eligible to participate in the Compensation Increase Program.
5. Part-time Employees are eligible to participate in certain company benefit plans, policies and procedures as described below.

Benefit	20 to 39 hours week;
Jury Duty	Pro-rated
Severance Pay	Pro-rated
Military Leave of Absence	Pro-rated
Bereavement	Pro-rated
PTO	Pro-rated
Holiday Pay	Pro-rated
Group Insurance, Medical, Dental, Vision	Full
Tuition Assistance Program	Full
Savings Plan	Full
Retirement	Full
Rewards & Recognition Program	Full
Short Term Disability	Pro-rated
Long Term Disability	Pro-rated

Pro-rated benefits will be determined annually by calculating a percentage of hours paid versus available hours of work for the previous calendar year. In cases where there is a plant delay and the part-time employee is enroute to/from work, he/she will be paid for that time. If the part-time employee is at work and the plant is subsequently closed, he/she will be paid for the remainder of the scheduled shift. If advance notice is provided, plant closure time will not be paid.

I. Ad Hoc Employees

Ad Hoc Employees may be hired at the salary ranges consistent with internal and external market pricing for comparable jobs. Ad Hoc Employees are utilized on a project-type basis and their work hours are determined on a case-by-case basis by their

management. Ad Hoc Employees are not eligible to participate in any Contractor benefits plans.

4.0 LABOR RELATIONS – COLLECTIVE BARGAINING AGREEMENTS

Costs of wages and fringe benefits to Employees represented by collective bargaining units and all other costs and expenses incurred pursuant to the provisions of collective bargaining agreements and revisions thereto are allowable costs provided the Contractor adheres to requirements provided in Section J Appendix A, *Statement of Work*, Chapter III Section 5.0, Labor Relations.

The terms and conditions set forth in the following collective bargaining agreements between the Contractor and recognized bargaining agents for its Employees assigned to work under this Contract constitute the allowable costs for Bargaining Unit Employees' compensation and benefits for reimbursement by DOE/NNSA. The following collective bargaining agreements are incorporated by reference:

1. The Atomic Trades and Labor Council AFL-CIO and its affiliated unions.
2. International Guards Union of America Local #3 (IGUA - Security Police Officers).
3. International Guards Union of America Local #3 (IGUA – Central Alarm Station and Beta-9 Operators, Central Training Facility Instructors).
4. Knoxville Building and Construction Trades Council.
5. The Metal Trades Council of Amarillo Texas and Vicinity, AFL-CIO.
6. The Pantex Guards Union.
7. United Steel Workers (USW), Local #9-288.
8. West Texas Building Trades.
9. Teamsters Local 519.


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, are allowable costs.

5.0 BENEFITS

A. Group Insurance and Legally Required Payments

1. Costs incurred in implementing, administering, auditing, 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.
2. 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.

- 3. The employee benefit plans, any third party vendor costs, and other related costs listed below are approved by DOE/NNSA for application to Employees working on this Contract. In addition, eligible retirees of the Contractor are entitled to limited coverage of these benefits.
- 4. The combined health and welfare plans for the non-bargaining active Employees and retirees may include the following:

Company Sponsored Plans	Contractor Cost
Group Life Insurance	Employer provides one times salary at 100% cost. For Y-12 non-bargaining employees hired prior to January 1, 2012 who were participants in the plan on December 31, 2014, employee purchases one times salary and employer provides one times. Cost is shared equally.
Group Life Insurance Accidental Death and Dismemberment	Employer provides one times salary at 100% cost.
Medical (including prescription drug coverage)	<p>Employer pays applicable percentage of the full cost of the core medical plan as approved by Contracting Officer.</p> <p>Employer provides an additional annual contribution for employees who enroll in the high-deductible medical plan. Employees electing single coverage receive \$250 and those enrolling dependents receive \$500 each year.</p> <p>A one-time early adopter credit was provided to non-bargaining employees who elected the high-deductible medical plan in 2015. Employees who elected single coverage received \$1,000 and those enrolling dependents received \$1,500. The early adopter credit was in addition to the annual contribution amount.</p> 

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Vision Plan	
Health Reimbursement Account (for post-65 retirees at Y-12)	Employer provides annual contribution to retirees who elect medical coverage under the Retiree Healthcare Exchange. Currently, the annual employer contribution is \$1,800 per participant.
Dental Plan	
Business and Foreign Travel Insurance	100% paid by employer.
Short-Term Disability	Employer provides income replacement at 100% for the first six weeks of an approved disability; 80% for the second six weeks (weeks 7 – 12) of an approved disability; and 70% for the next fourteen weeks (weeks 13 – 26) or an approved disability up to a maximum of 26 weeks.
Long-Term Disability	Employer provides a benefit equal to 30% of base pay, up to a monthly maximum of \$5,000. Employee may purchase an additional 30% benefit to provide total coverage of 60% of pay, up to an \$8,000 monthly maximum.
Employee Voluntary Plans: Voluntary Employee plans such as Special Accident Insurance Plan, Health and dependent Care Spending Accounts, Spouse/Child Life Insurance, and supplemental Life Insurance, etc. may be offered with the employer paying administrative cost only.	

B. Displaced Workers Medical Benefits Program (DWMBP)

The Contractor may provide Displaced Workers Medical Benefits to displaced workers if provision of such benefit is set forth in a DOE/NNSA approved workforce restructuring plan (see Section J, Appendix A, 6.2).

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. The DWMBP benefits are as follows:

1. 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.

2. Beginning in the second year after the Termination date (months 13 - 24), 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.
3. Beginning in the third year and final year of the DWMBP (months 25 – 36), the separated Employee will be responsible for paying the full COBRA. At the end of the third year the Employee's coverage eligibility ends.

C. Retirement Plans

The Contractor shall administer the following plans:

Qualified – Pantex

- Retirement Plan for Metal Trades Council Bargaining Unit Employees of Consolidated Nuclear Security, LLC at Pantex, Texas
- Retirement Plan for Pantex Guards Union Bargaining Unit Employees of Consolidated Nuclear Security, LLC at Pantex, Texas
- Retirement Plan for Non-Bargaining Unit Employees of Consolidated Nuclear Security, LLC at Pantex, Texas
- Consolidated Nuclear Security, LLC 401k Plan for Bargaining Unit Employees at Pantex, Texas
- Consolidated Nuclear Security, LLC 401k Plan for Non-bargaining Unit Employees at Pantex, Texas

Qualified – Y-12

- Retirement Program Plan for Employees of Consolidated Nuclear Security, LLC at the U.S. Department of Energy Facilities at Oak Ridge, Tennessee
- Savings Plan for Employees of Consolidated Nuclear Security, LLC at the U.S. Department of Energy Facilities at Oak Ridge, Tennessee.

Non-Qualified – Y-12

- Consolidated Nuclear Security, LLC Supplemental Retirement Income Plan

1. General Provisions

Reasonable costs involved in implementing, administering, and funding DOE/NNSA approved pension plans are allowable. 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 pensionable earnings for purposes of the qualified and non-qualified plans.

a. 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 or to offset reasonable plan expenses if permitted by 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 Y-12 and Pantex shall be returned to DOE/NNSA.

b. Nonqualified Plans

The Contractor will be reimbursed for costs for the Supplemental Retirement Income Plan only in accordance with the allowable salary cost parameters established by DOE/NNSA and agreed to by Consolidated Nuclear Security, LLC, in conjunction with applicable regulatory provisions. No later than 60 days before the end of the fiscal year, the Contractor shall report the following data to the Contracting Officer: number of individuals receiving benefits under the nonqualified plan, benefits amount paid to include supporting data to determine the benefit paid; and, any other data as requested by the Contracting Officer.

D. Severance Pay

Severance pay provisions will apply to non-bargaining employees who are involuntarily terminated in a reduction in force.

1. Pay Schedule

Non-bargaining employees laid off due to a reduction in force:

<u>Company Service</u>	<u>Severance pay at basic pay</u>
<u>1 full year or greater</u>	Severance equal to 1 week’s pay for each full year of Company Service up to 26 weeks
<u>Total Maximum Benefits</u>	26 weeks’ pay

2. Disqualification for Severance Benefits

Contractor will not be reimbursed for costs associated with severance provided to the following categories of employees:

- any individual who is employed in a temporary position, as determined by the Contractor;
- any individual who is categorized by the Contractor as a bargaining unit employee;
- any individual who has less than one year of Company Service;
- any individual who occupies one of the Key Positions identified in Section J, Appendix J;
- any individual who is paid as an independent contractor or who is a leased employee; even if it is determined that the individual is a common law employee, the individual will not be eligible to participate unless the individual is paid through the employer's regular payroll and has wages reported by the Contractor on IRS Form W-2;
- any individual who terminates employment due to death;
- any individual who leaves the employment of the Contractor voluntarily, or who initiates the termination of employment, unless the individual voluntarily terminates employment pursuant to an approved voluntary separation program;
- any individual who is terminated for cause which includes, but is not limited to, poor performance, misconduct, or a violation of the Contractor's rules or policies, all as determined by the Contractor;
- any individual who has an outstanding debt owed to the Contractor, unless the individual agrees in writing that the Contractor may withhold the total amount of the outstanding debt from the severance payment;
- any individual whose employment is terminated due to a temporary suspension of work;
- any individual who is employed by or receives an offer of employment with a contractor awarded a contract by the U.S. Department of Energy or the National Nuclear Security Administration for the management and operation of the Y-12 National Security Complex or the Pantex Plant, or any portion thereof;
- any individual who has signed a waiver of benefits, whether or not the waiver was executed before or in connection with his or her termination of employment;
- any individual who declined to sign a waiver claims as required by the Contractor as a condition to receipt of severance pay and
- any individual who is employed by or receives an offer of employment 1) with the Contractor 2) with one of the members of the LLC that comprises the Contractor at another facility, 3) or with a subsidiary, affiliate or parent company of any Contractor member.

Contractor employees who are involuntarily separated and receive severance pay and then become rehired by 1) the Contractor, 2) one of the members of the LLC that comprises the Contractor at another facility or 3) a subsidiary, affiliate or parent company of any Contractor member, will be required to repay a pro rata portion of severance if the individual becomes reemployed before the expiration of the number of weeks corresponding to the severance pay received. For example, if a Contractor employee receives 16 weeks of severance pay, but becomes reemployed 8 weeks

after termination, CNS will seek to recoup from the individual ½ of the severance pay provided to him/her.

In the situations described in the preceding paragraph, the Contractor is responsible for remitting to DOE/NNSA the amount associated with severance it is required to attempt to recover from the individual, even if the Contractor is not fully successful in its efforts to recoup the severance pay from the individual. This requirement may be waived by the Contracting Officer.

3. Voluntary Separation Plans:

Section J, Appendix A, Section 6.2.1 permits the use of a Voluntary Separation Program (VSP) to minimize the number of involuntary separations and mitigate the impact on affected employees. Section 6.2.1 also states the Contractor shall submit the VSP for approval by the Contracting Officer prior to implementation regardless of the number of employees involved. Any VSP document submitted to the Contracting Officer for approval must include the requirement that VSP participants will be required to repay a portion of severance pay in the event the VSP participant becomes reemployed by the Contractor or a DOE/NNSA contractor at another facility within one year of terminating employment with the Contractor.

6.0 PAID AND UNPAID TIME OFF

A. Paid Time Off (PTO) (effective January 1, 2015 and amended in (1) & (4) below)

1. Employees will accrue PTO hours every pay period based on years of service up to a maximum accrual of 200 hours annually. PTO hours can be used for vacation, sick leave and personal time off from work. Employees can bank up to 240 hours in their PTO accounts in addition to their annual accrual amounts. Effective September 28, 2022, employees are authorized to increase the PTO carryover balance to 300 hours for a period of two years with the balance of 240 hours of carryover to be effective January 1, 2025.
2. Employees will begin accruing their next level of additional PTO on the first day of the pay period in which their company anniversary falls. Company service includes continuous time worked for predecessor DOE/NNSA management and operating contractors at Pantex and Y-12.
3. Beginning with the first pay period of January 2015, PTO hours will be accrued based on the following:

Years of Service	Annual PTO Accrual
Less than 5 Years	120 hours
5-10 Years	160 hours
More than 10 Years	200 hours

4. Beginning January 1, 2015 and each January thereafter, all banked PTO hours in excess of 240 at the end of the calendar year will be paid out as soon as administratively possible. Effective May 5, 2021, this payout of excess PTO for non-bargaining employees is eliminated.
5. An Employee shall be paid for unused PTO at the time of termination.
6. PTO donation policies and programs will continue at both sites.
7. The Contractor may, grant a newly-hired Employee service credit for purposes of PTO accrual when it is deemed necessary in order to attract and hire requisite highly-skilled staff. A maximum of 40 additional hours of annual PTO accrual may be granted, and these cases must be reported to the Contracting Officer on a quarterly basis or as requested.

B. Paid Personal Leave (effective January 1, 2016)

Effective January 1, 2016, non-bargaining employees will receive 40 hours of paid personal leave annually. Employees may use personal leave if they are unable to attend work due to one or more of the following reasons:

- Employee's personal illness or injury
- Medical or dental appointments that cannot be scheduled outside the regular shift
- Serious illnesses within the immediate family which require the employee's presence. (effective October 1, 2017)

Employees must use all paid personal leave within a given calendar year. Any remaining hours will be forfeited at the end of the calendar year and will not be paid out to the employee under any circumstances.

C. Sick Leave Bank (effective January 1, 2015)

If applicable, any hours remaining in the sick leave bank of a non-bargaining Employee as of 12/31/14 will be "frozen" and available for use in the event of the employee's own serious health condition where coverage under the Contractor's short term disability would be available.

D. Parent Company Transfer of Service Credit (effective July, 1, 2014)

1. Recognition for service with a Parent Organization, as that term is defined in NNSA SD 350.1, of the performing entity will transfer to the Contractor for purposes of PTO accrual amount, 401k vesting and eligibility, and short term disability.

Benefit Available	Recognition for Service with Parent Organization NOT UNDER DOE or NNSA M&O or Site Management Control	Recognition for Service with Parent Organization UNDER DOE or NNSA M&O or Site Management Control
Eligibility for and accrual rate for PTO	Yes	Yes
Eligibility for vesting and receipt of benefit for defined contribution Plans	Yes	Yes
Eligibility for short term disability	Yes	Yes

2. Individuals that are deemed eligible for parent service credit recognition will not receive DOE/NNSA reimbursed sign-on bonuses.
3. Recognized service with a Parent Organization cannot be used for eligibility for post-retirement health benefits or for any other purpose other than those in the chart under Section 6.0(D)(1).
4. The Contractor shall report bi-annually, on October 1 and March 1, to the Contracting Officer, the names of individuals receiving service credit recognition and the amount of service recognized. The Contractor shall keep records showing that the company service credit was verified.

E. Holidays (effective January 1, 2015)

Each full-time non-bargaining Employee may, when the work schedule permits, be granted 90 hours or 10 days of paid holiday time annually. The Holiday schedule in effect June 30, 2014 will remain in effect through December 31, 2014.

Beginning January 1, 2015, observed holidays include seven named holidays and three floating holidays but shall not exceed 90 hours or 10 days of holiday pay per Employee.

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (companion to Thanksgiving Day—standard day off for Employees on 4 10-hour day schedule)
- Christmas Day

1. The three floating holidays can be used on days of Employee’s choice during the year with prior management approval.

2. Floating holidays must be used by the end of the year given that they do not carry over to the following year.
3. A non-exempt employee required to work on a designated holiday will receive applicable holiday premiums.

F. Jury and Witness Duty (effective January 1, 2015)

Employees who have been called to serve or who ultimately serve on a jury impaneled by a civil authority, or who have been called to testify as witnesses in legal proceedings to which the Employee is not a party under subpoena, will be granted time off with pay. Time off with pay will not exceed the number of hours in their scheduled workday.

G. Bereavement Leave (effective January 1, 2015)

In the event of the death of a member of the Employee's Immediate Family, an active Employee may be granted up to 3 days paid leave based on current regular work schedule. Bereavement leave may be granted where the deceased relative is not a member of the Immediate Family as defined above subject to approval of the Contractor's Chief Human Resources Officer.

H. Voting Time (effective January 1, 2015)

Employees may be excused from work without loss of pay for the minimum time needed, not to exceed (2) hours to vote in a national, state, county or municipal election consistent with state laws.

I. Plant Shut Down

The Contractor's CEO or COO, in conjunction with the NPO Manager, has the responsibility to decide whether a natural or civil emergency condition exists to the extent it prevents Employees from reporting to work, or requires that they leave the work location during scheduled work hours. When normal attendance requirements are waived or modified due to emergency situations, Exempt Employees will receive their normal salary and will not be docked PTO due to the closure. Nonexempt Employees will be paid at their base pay rate not to exceed the number of hours they were scheduled to work during the day(s) of the facility closure.

J. Leaves of Absence

An Employee may be granted a leave of absence without pay, for a period of up to twelve months with an option of extending the leave of absence by the Contractor provided the absence will not interfere with the Contractor's operations or create any conflict of interest. Continuation of benefits and service credit during the leave of absence shall be administered according to the Contractor's policy.

K. Military Leave of Absence

1. Training/Active Duty Training/Inactive Duty Training

- a. Employees, who are members of the National Guard or Reserve Component of any military branch, shall be granted a leave of absence of up to three weeks [fifteen (15) workdays] per calendar year for training, active duty training, or inactive duty training.
- b. During this absence, non-bargaining Employees shall be paid the difference between their basic pay for the number of hours in their regular work schedule at the time of training and the base Guard or Reserve Component pay received for workdays absent (excluding allowances and travel pay).

2. Active Duty/Deployment/Individual Augmentee

- a. Employees, who are members of the National Guard or Reserve component of any military branch, shall be granted a paid leave of absence of up to two (2) months for active duty, deployment or individual augmentee assignments.
- b. During this absence, non-bargaining Employees shall be paid the difference between their basic pay for the number of hours in their regular work schedule at the time of deployment and their base Guard or Reserve Component pay received for workdays absent (excluding allowances and travel pay).

L. Decision Making Leave

Time off with pay under the company disciplinary policy is allowable. Certain instances of this leave will be without pay in accordance with the company disciplinary policy.

7.0 TRAINING ANDEducation

A. 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.

B. 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. Employees are not paid for afterhours attendance except

for NENB Employees who are required to attend and will be paid overtime, if applicable. 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, 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.

C. Tuition Assistance Program

- 1. Employees (and students who have accepted a permanent job offer and signed an employment commitment letter under the Contractor’s pre-hire program and with the Contractor’s Chief Human Resources Officer approval) may be reimbursed one hundred percent (100%) of books, tuition costs including lab and other such fees, and other costs related to their approved coursework. If an Employee is receiving educational assistance specifically for tuition, fees and books from Federal or State assistance; scholarships; grants; or college discounts, such assistance will be deducted in determining Employee’s benefits under the Tuition Assistance Program. Reimbursement of costs shall be subject to the following conditions:
 - a. Courses are taken outside of paid working hours.
 - b. Courses are related to the Employee’s current position or to another position within the Contractor’s organization to which the Employee may reasonably be moved or related to a degree program with a direct relationship to the Employee’s career path with the Contractor.
 - c. An Employee is eligible to enter the Tuition Assistance Program on the first day of employment with the Contractor.
 - d. A student pursuing a degree in a critical skill area may be eligible to enter the Tuition Assistance Program upon acceptance of a permanent job offer and signed employment commitment stating his/her commitment to remain employed by the Contractor for the following specific periods of time.

Degree	Service Length
Certificate, Continuing Education, and Student Pre-Hire	Employee must fulfill an employment commitment of two (2) times the length of the educational period (Example: Certification class lasts three (3) months, employee owes six (6) months employment from the final reimbursement date)
Courses toward Undergraduate Degree	Employee must fulfill an employment commitment of 12 months after final reimbursement date

Courses toward Graduate Degree	Employee must fulfill an employment commitment of 24 months after final reimbursement date
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In the event such Employee does not fulfill the conditions of his/her commitment, the Contractor shall use its best efforts in a cost efficient manner to recover from the Employee the cost of tuition assistance received. In the event the Contractor is unable to fulfill the employment commitment to the student for reasons outside its control, including budgetary deficits, the Contractor agrees to reimburse the student for the tuition assistance that would have otherwise been paid under the Tuition Assistance Program.

- e. Courses may only be taken at or through an accredited institution of higher learning.
- f. Reimbursement of funds shall be provided for tuition, lab fees, other such fees directly related to enrollment in a course, the cost of required textbooks and similar necessary expenses, but does not include transportation, meals, and like ancillary expenses.
- g. The allowance provided for herein shall be paid to an Employee after completion of each semester session or term, provided that the Employee shall have submitted evidence authenticated by the educational institution certifying that a grade of "C" or its equivalent or better was received by such Employee in each course for which reimbursement is sought.
 - i. If an Employee withdraws from a course because of a Contractor directed job or shift transfer, because of involuntary entry into military service, or for some other reason beyond his/her control, the Employee may be reimbursed for that portion of tuition not refunded by the educational institution.
- h. Tuition Assistance is not allowable if any one of the following conditions occur:
 - i. Employee terminates employment prior to completion of the course, either voluntarily or for cause. However, if termination results from a reduction in force, educational assistance costs will be allowable.
 - ii. Employee withdraws from the course for personal reasons.
 - iii. Employee fails to submit evidence that a course was satisfactorily completed

- i. Upon completion of Contractor reimbursed education, including tuition, fees, textbooks, subsistence, salary and other related expenses, the Contractor must require Employees to complete a service requirement as follows:

Degree	Service Length
Certificate, Continuing Education, and Student Pre-Hire	Employee must fulfill an employment commitment of two (2) times the length of the educational period (Example: Certification class lasts three (3) months, employee owes six (6) months employment from the final reimbursement date)
Courses toward Undergraduate Degree	Employee must fulfill an employment commitment of 12 months after final reimbursement date
Courses toward Graduate Degree	Employee must fulfill an employment commitment of 24 months after final reimbursement date

- j. The Contractor shall make reasonable efforts to recoup education and related expenses when an Employee fails to fulfill the service requirements. Reasonable efforts may include sending a demand letter to the individual or pursuing appropriate legal action.

D. Paid Education Leave/Sabbatical Leave

Leave may be granted to an Employee who is obtaining an advanced degree that will further the DOE/NNSA mission. Leave may be approved for a cumulative duration not to exceed 24 months. No more than 4 Employees can be on paid educational leave/sabbatical leave at any one time. The Contractor must require the Employee departing on paid leave to sign a document agreeing to repay salary and benefit costs received during leave if the Employee does not come back to work for the Contractor upon expiration of the period of paid leave. If the Employee leaves company prior to 3 years after returning to active work, the Employee will pay back a prorated portion of the salary continuation and benefit costs based on the time the Employee has been back as an active Employee. No educational assistance, travel or relocation expenses will be paid to these Employees.

8.0 EMPLOYEE PROGRAMS

A. Employee Recognition and Memberships

- 1. The costs of employee recognition programs and organizational and individual memberships are allowable based on a budget formula not to exceed ¼ of 1% of base payroll on September 30 of the prior fiscal year. Program costs include the following:
 - a. Company service awards for achieving milestones consistent with the corporate service awards program.

- b. Safety awards and recognition to promote health and safety.
 - c. Awards, recognition, and celebrations for participating in management initiatives, special achievements, retirement, and similar activities to the extent they are reasonable and consistent with industry practice.
 - d. The costs of organization and employee memberships in trade, business, and technical organizations necessary for effective performance of work under the Contract provided they are reasonable and do not constitute payment for, or in support of, partisan and political (lobbying) activity.
 - e. Five hundred (\$500) for each inventor (or each co-inventor) for each invention filed in the U.S. Patent and Trademark Office which benefits the objectives of the Contractor and DOE/NNSA.
 - f. Participation in Contractor sponsored sports teams may include the following types of expenditures: trophies and awards, and individual and league entrance fees. The costs of the program will be allowable not to exceed in any fiscal year an amount derived by multiplying the monthly average number of employees for the preceding year by sixteen dollars (\$16.00).
2. Additionally, the Contractor may establish and maintain programs to promote a strong safety culture through increased focus on safety and health awareness, acknowledgement of safety milestone achievements, and Employee/team safety performance recognition and awards. Examples of existing programs are the Voluntary Protection Program (VPP) at Y-12 and the Safety & Health Awareness and Recognition Program at Pantex. The cost of the program will be allowable not to exceed \$200,000 per fiscal year, provided the costs are reasonable and in accordance with the cost principles.
3. B. Work Apparel

Expenses for safety/protection on the job; laundry or similar service is allowable for Employees who are required or allowed to wear such special clothing, shoes, and/or protective equipment.

9.0 TRAVEL, RELOCATION, AND SUBSISTENCE (EFFECTIVE JULY 1, 2014)

- A. The Contractor may pay transportation, lodging, meals, and incidental expenses for Employees required to travel in conjunction with the performance of work under this Contract. Travel costs shall be allowable to the extent they are incurred in accordance with the Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), Federal Travel Regulation (FTR), and the IRS auto allowance 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.
- B. 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.

- C. Relocation expenses, Short Term Assignments (30 days up to one year) and Long Term Assignments (1 year up to 3 years) are applicable to Exempt Employees and shall be incurred in accordance with the provisions, limitations and exclusions of FAR, DEAR and FTR. In consideration of special business requirements, the Contractor's Chief Human Resources Officer, may authorize the temporary assignment or relocation of nonexempt Employees. Under these circumstances, the same provisions apply for nonexempt Employees.
- D. The Contractor may use the provisions set forth in NAP 540.2, NNSA Off-Site Extended Duty Assignments, on long-term assignments for new hires/transfers at each site in lieu of a relocation package. Allowances provided shall not exceed the cost of a relocation package unless an exception is requested in accordance with NAP 540.2. The documentation provided shall be consistent with contractor domestic extended personnel assignments described in NAP 540.2.

10.0 RECRUITING

- A. The costs of recruitment of personnel including cooperative education programs, summer internship programs, nominal costs for promotional items/gifts 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.
- B. Applicants who are requested by the Contractor to report for a pre-employment interview shall be allowed transportation expenses. Reasonable actual costs of lodging not to exceed per diem and meals and incidental expenses (M&IE) shall be allowed.
- C. Reasonable actual costs of housing for personnel in summer internship and/or co-op programs will be allowed up to \$70 per week per intern in accordance with the Contractors Student Programs Policy. Two meals shall also be provided through the internship program (1) welcome and introduction to mentors meal and (2) end of assignment appreciation with mentor's meal. Both meals are catered on site and the costs will be reasonable in nature.

11.0 SPECIAL EMPLOYEE ACTIVITIES

- A. Educational and Community Outreach

The Contractor may authorize Employees to participate in educational and community outreach. 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 and officially appointed officials that take

place during an Employee's regularly scheduled work day. Hours associated with educational and community outreach outside of the Employee's normal work schedule shall not be compensated by the Contractor. The total amount of time associated with educational and community outreach activities shall not exceed 3,000 hours per year in the aggregate for both Pantex and Y-12. The Contractor shall submit a report annually, no later than November 1, to the Contracting Officer on the types of usage and number of hours

authorized. Some examples of permissible educational and community outreach include, but are not limited to:

- Promotion of Science, Technology, Engineering, and Mathematics in the educational setting (elementary school through higher education institutions)
- Tutoring in local community schools sanctioned by the Contractor
- Science Bowl and Science Fairs

B. Personnel Support Activities and Employee Publications

1. Cost of activities incidental to promotion of morale, welfare, health and safety such as employee publications, health and first aid clinics, and net cost of in-plant food services, Employees' time to promote Employee participation in blood drives, United Way Campaigns, and other activities sanctioned by the Contractor.
2. The Contractor may furnish certain services for an employee-sponsored credit union. The Contractor is authorized to provide office space, utilities, janitorial services, office furniture and equipment, if reasonably available. Employees, as officers and committee members of the employee-sponsored credit union, may be allowed a reasonable amount of on-the-job time to conduct credit union business.

C. Personnel Temporarily Assigned to Contractor Work

1. The cost associated with the Corporation's employees not employed under the Contract, borrowed for incidental work under this Contract, is reimbursable subject to the terms and conditions of the Contract. Reimbursement for the time such employees work under this Contract will be allowable in accordance with the employee's regular work location's government-approved operating disclosed costing practices. Time worked under this Contract for such borrowed employees will include the time spent by the employee's in route to and returning from the worksite on the first and last day of such work. Travel costs of such borrowed personnel will be allowed in accordance with Section 9.0 of this Appendix. Upon request of the Contracting Officer, a report of corporate assignments to the Contractor's work sites will be provided.

2. Personnel Temporarily Assigned From Contractor Work

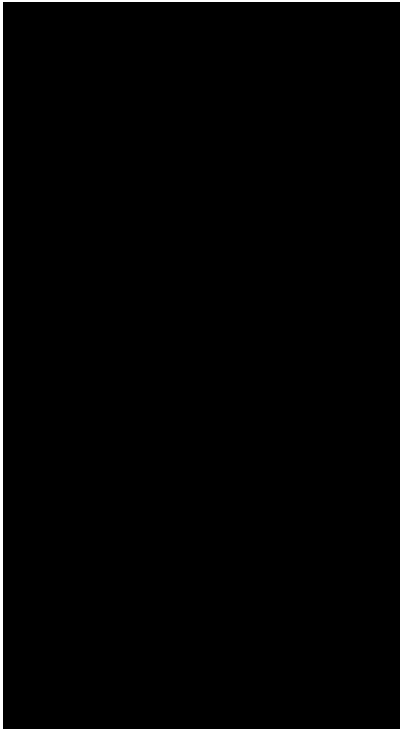
The Contractor may loan, at no cost to the current contractor, individuals working under this Contract to other Corporation operations, as long as it does not interfere with performance of Contract work. Each loan arrangement will be reviewed to assure no conflict of interest and will be approved by the Contractor's cognizant Contracts Director or his/her designee. A cumulative report showing all employees loaned, along with the total days loaned, and services provided, will be submitted to NNSA annually no later than November 1.

APPENDIX J.

KEY PERSONNEL

[MODs 0015, 0045, 0084, 0091, 0128, 0157, 0175, 0191, 0199, 0211, 0215, 0221, 0285]

CLIN 0001



- President / Chief Executive Officer
- Chief Operating Officer
- Program Integration Manager
- Mission Engineering Manager
- Y-12 Site Manager
- Pantex Site Manager
- Mission Assurance Manager
- Operations Support Manager
- Business Management and Transformation Manager
- Chief Financial Officer
- Human Resources Manager
- Site Separation Manager

CLIN



0002

- Project Director

SECTION J

APPENDIX N

APRIL 2023

LIST OF APPLICABLE DIRECTIVES

[MODs 0015, 0034, 0045, 0094, 0101, 0111, 0117, 0140, 0151, 0166, 0171, 0178, 0189, 0209, 0210, 0221, 0229, 0241, 0262, 0273 and 0285]

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.

Reference Document	Title	Mod	Effective Date (Contracting Officer Direction Date) and Relevant Notes
AL 56XB	Development and Production Manual		
ASME NQA-1 2008, 2009 Addenda, 1b 2011	Quality Assurance Requirements for Nuclear Facility Application		
Baseline Security Procedure for NNSA SAP (Applies to Y-12 Only)	Baseline Security Procedure for NNSA SAP		
CJCSI 3260.01F	Joint Policy Governing Positive Control Material and Coded Control Devices	0221	Effective 1/12/21
DOE-DTRA TP 50-2	Procedures for the Use and Control of Logistics Material for Permissive Action Link (PAL) Equipped Weapons (U)	0178	Effective 6/27/19 Document version dated 9/27/18
DoD TB 700-2	DoD Ammunition and Explosives Hazard Classification Procedures	0015	Effective 7/2/14*
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board (DNFSB)	0210	Effective 8/15/20
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA	0015	Effective 7/2/14*
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	0015	Effective 7/2/14*
DOE O 142.3B, Chg 1	Unclassified Foreign National Access Program	0273	Effective 10/12/22
DOE O 150.1B	Continuity Programs	0262	Effective 5/3/22 Contingent upon approved Implementation Plan
DOE O 151.1D Chg 1	Comprehensive Emergency Management System	0189	Effective 11/13/19
DOE O 153.1A	Departmental Radiological Emergency Response Assets	0285	Effective 3/28/23
DOE O 200.1A Chg 1	Information Technology Management	0111	Effective 4/24/17
DOE O 205.1C, Chg 1	Department of Energy Cyber Security Program	0273	Effective 8/11/22

DOE O 206.1 Chg 1	DOE Privacy Program	0166	Effective 1/3/19 Supplemental Guidance on Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information dated 10/16/17 Effective 8/30/18
DOE O 206.2, Chg 1	Identity, Credential, and Access Management (ICAM)	0273	Effective 11/5/22
DOE O 210.2A	DOE Corporate Operating Experience Program		
DOE O 221.1B	Reporting Fraud, Waste and Abuse to Office of Inspector General	0094	Effective 1/12/17
DOE O 221.2A	Cooperation with the Office of Inspector General		
DOE O 225.1B	Accident Investigations		
DOE O 226.1B Chg 1	Implementation of Department of Energy Oversight Policy	0285	Effective 2/22/23
DOE O 227.1A Chg 1	Independent Oversight Program	0273	Effective 10/8/22
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting	0015	Effective 7/2/14*
DOE O 232.2A Chg 1	Occurrence Reporting and Processing of Operations Information	0189	Effective 11/14/19
DOE O 241.1B Admin Chg. 1	Scientific and Technical Information Management	0094	Effective 5/24/16
DOE O 243.1C	Records Management Program	0262	Effective 3/15/22 Contingent upon approved Implementation Plan
DOE O 252.1A Admin Chg 1	Technical Standards Program	0015	Effective 7/2/14*
DOE O 341.1A	Federal Employee Health Services		
DOE O 350.5	COVID Safety Protocols for Federal Contractors	0238	Effective 10/14/21 (corrected effective date in Mod 0241)
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials	0015	Effective 7/2/14*
DOE O 411.2	Scientific Integrity	0101	Effective 3/22/17
DOE O 412.1A Admin Chg 1	Work Authorization System	0034	Effective 1/13/15
DOE O 413.3B Chg 6	Program and Project Management for the Acquisition of Capital Assets	0229	Effective 3/18/21
DOE O 414.1D Admin Chg 2	Quality Assurance	0210	Effective 10/23/20
DOE O 415.1 Chg 2	Information Technology Project Management	0111	Effective 4/17/17
DOE O 420.1C Chg 3	Facility Safety	0189	Effective 12/19/19
DOE O 420.2D	Safety of Accelerators	0285	Effective 4/5/23
DOE G 420.1-1A	Nonreactor Nuclear Safety Design Guide for use with DOE O 420.1C Facility Safety	0015	Effective 7/2/14*
DOE O 422.1 Chg 4	Conduct of Operations	0262	Effective 3/18/22
DOE O 425.1D Chg 2	Verification of Readiness to Start Up or Restart Nuclear Facilities	0189	Effective 11/26/19
DOE O 426.2 Admin Chg 1	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities	0015	Effective 7/2/14*
DOE O 433.1B Admin Chg 1	Maintenance Management Program for DOE Nuclear Facilities	0015	Effective 7/2/14*
DOE O 435.1 Chg 2	Radioactive Waste Management	0229	Effective 2/26/21

DOE M 435.1-1 Chg 3	Radioactive Waste Management Manual	0229	Effective 3/11/21
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging		
DOE O 436.1	Departmental Sustainability		
DOE O 437.1	Bridge and Tunnel Management	0229	Effective 3/10/21 Applies to Y-12 Only
DOE O 440.2C Chg 3	Aviation Management and Safety	0285	Effective 4/28/23
DOE M 441.1-1 Admin Chg 1	Nuclear Material Packaging Manual	0094	Effective 3/22/16
DOE O 442.1B	Department of Energy Employee Concerns Program	0171	Effective 4/11/19
DOE O 442.2 Chg 1	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns	0094	Effective 1/17/17
DOE O 443.1C	Protection of Human Research Subjects	0210	Effective 9/6/20
DOE O 452.1E	Nuclear Explosive and Weapon Surety Program	0045	Effective 5/26/15
DOE O 452.2F	Nuclear Explosive Safety	0241	Effective 12/3/20
DOE O 452.3	Management of DOE Nuclear Weapons Complex		
DOE O 452.4C	Security and Use Control of Nuclear Explosives and Nuclear Weapons	0094	Effective 4/7/16
DOE O 452.7 Chg 1	Protection of Use Control Vulnerabilities and Designs	0210	Effective 7/11/20
DOE O 452.8	Control of Nuclear Weapon Data		
DOE O 457.1A	Nuclear Counterterrorism	0015	Effective 7/2/14*
DOE O 458.1 Admin Chg 4	Radiation Protection of the Public and the Environment	0210	Effective 10/23/20
DOE O 460.1D Chg 1	Hazardous Materials Packaging and Transportation Safety	0262	Effective 7/16/22
DOE O 460.2B	Departmental Materials Transportation and Packaging Management	0273	Effective 9/19/22 Contingent upon approved Implementation Plan
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	0015	Effective 7/2/14*
DOE O 461.1C Chg 1	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest	0221	Effective 12/9/20
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest		
DOE O 462.1 Admin Chg 1	Import and Export of Category 1 and 2 Radioactive Sources and Aggregate Quantities	0015	Effective 7/2/14*
DOE O 470.3C Chg 1	Design Basis Threat (DBT)	0229	Effective 12/23/20
DOE O 470.4B Chg 3	Safeguards and Security Program	0241	Effective 11/4/21
DOE O 470.5	Insider Threat Program	0034	Effective 1/6/15
DOE O 470.6 Chg 1	Technical Security Program	0140	Effective 5/15/18
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE O 471.5	Special Access Programs		
DOE O 471.6 Admin Chg 3	Information Security	0189	Effective 10/29/19

DOE O 471.7	Controlled Unclassified Information	0262	Effective TBD Revised IA/IP resubmitted 3/16/23 Contingent upon approved Implementation Plan
DOE O 472.2A	Personnel Security	0273	Effective 11/21/22 Contingent upon approved Implementation Plan
DOE O 473.1A	Physical Protection Program	0262	Effective 4/21/22 Contingent upon approved Implementation Plan (corrected effective date error in mod 0273)
DOE O 473.2A	Protective Force Operations	0262	Effective 3/17/22 Contingent upon approved Implementation Plan
DOE O 474.2 Admin Chg 4	Nuclear Material Control and Accountability	0094	Effective 1/17/17
DOE O 475.1	Counterintelligence Program		
DOE O 475.2B	Identifying Classified Information	0045	Effective 5/29/15
DOE O 483.1B Chg 2	DOE Cooperative Research and Development Agreements	0189	Effective 1/14/20
DOE O 484.1 Admin Chg 2	Reimbursable Work for the Department of Homeland Security	0034	Effective 4/7/15
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities	0221	Effective 9/29/20 Administrative change to Title
DOE O 520.1B Chg 1	Financial Management and Chief Financial Officer Responsibilities	0285	Effective 1/11/23
DOE O 522.1A	Pricing of Departmental Materials and Services	0166	Effective 10/26/18
DOE O 550.1 Chg 1	Official Travel	0210	Effective 1/14/20 Subject to the understandings set forth in letter dated 2/18/20
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		
DOE-STD-1020-2016	DOE Standard – Natural Phenomena Hazards Analysis and Design Criteria for DOE Facilities	0117	Effective 8/24/17
DOE-STD-1027-2018 Chg Notice 1	DOE Standard – Hazard Categorization of DOE Nuclear Facilities	0171	Effective 3/4/19
DOE-STD-1066-2016	DOE Standard – Fire Protection	0117	Effective 9/12/17
DOE-STD-1070-1994 (Reaffirmed July 2014)	DOE Standard – Guidelines for Evaluation of Nuclear Facility Training Programs	0034	Effective 1/15/15
DOE-STD-1073-2016	DOE Standard – Configuration Management	0117	Effective 7/26/17

DOE-STD-1090-2020	DOE Standard – Hoisting and Rigging	0210	Effective 9/8/20
DOE-STD-1186-2004	DOE Standard – Specific Administrative Controls	0117	Effective 8/31/17 Existing nuclear facilities that are subject to DOE-STD-3009-94 (Change Notice 3) may utilize DOE-STD-1186-2004 or DOE-STD-1186-2016 for revisions to or extension of applicability of existing SACs.
DOE-STD-1186-2016	DOE Standard- Specific Administrative Controls	0117	Effective 8/31/17 Use DOE-STD-1186-2016 for the creation of new SACs on projects or upgrades initiated after 1/1/18. DOE-STD-1186-2016 must be utilized with all DSAs that invoke DOE-STD-3009-2014.
DOE-STD-1189-2016	DOE Standard – Integration of Safety into the Design Process	0117	Effective 7/25/17
DOE-STD-1195-2011	DOE Standard –Design of Safety Significant Safety Instrumented Systems Used at DOE Nonreactor Nuclear Facilities	0015	Effective 7/2/14*
DOE-STD-1212-2019	DOE Standard – Explosives Safety	0210	Effective 8/31/20
DOE-STD-1225-2017	DOE Standard – DOE Canine Performance Testing Protocol Standard (OUO)	0140	Effective 3/14/18
DOE-STD-3007-2017	DOE Standard –Preparing Criticality Safety Evaluations at Department of Energy Nonreactor Nuclear Facilities	0140	Effective 3/8/18
DOE-STD-3009-94	DOE Standard – Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analysis	0015	Effective 7/2/14* Effective 5/11/17 (Mod 0111) Applies to existing facilities except where DOE-STD-3009-2014 applies. Effective 2/3/22 (Mod 0262) See subsequent CO direction from Teresa Robbins and Justin Higdon to Colby Year, dated 10/6/21
DOE-STD-3009-2014	DOE Standard – Preparation of Nonreactor Nuclear Facility Documented Safety Analysis	0111	Effective 5/11/17 Applies to new non-reactor nuclear facilities and major modifications to existing non-reactor nuclear facilities (initiated after the effective date) per DOE O 420.1C.
DOE-STD-3013-2018	Stabilization, Packaging and Storage of Plutonium-Bearing Materials	0171	Effective 3/11/19
DOE-NA-STD-3016-2018	DOE Limited Standard – Hazard Analysis Reports for Nuclear Explosive Operations	0171	Effective 2/27/19
DOE-STD-3020-2015	DOE Standard – Specification for HEPA Filters Used by DOE Contractors	0101	Effective 2/6/17
DOE-STD-3024-2011	DOE Standard – Content of System Design Descriptions	0015	Effective 7/2/14*
DOE-STD-3025-2007	DOE Standard – Quality Assurance Inspection and Testing of HEPA Filters	0015	Effective 7/2/14*
DOE Technical Manual DOE-SNL-TYPEBARG-REV3- CHNG0	Tiedown Procedures for Type-A, Type-B, ARG, and Miscellaneous Containers Transported in Safeguards Transporter	0140	Effective 4/24/18

EP-401075 Issue E	Electrical Testers for Nuclear Explosives	0189	Effective 1/22/20
Executive Order (EO) 11514 as amended by EO 11991	Protection and Enhancement of Environmental Quality	0221	Effective 7/2/14* Added amended EO to Reference Document
Executive Order 11988	Floodplain Management	0015	Effective 7/2/14*
Executive Order 11990	Protection of Wetlands	0015	Effective 7/2/14*
Executive Order 12333	U. S. Intelligence Activities	0015	Effective 7/2/14*
Executive Order 12898	Environmental Justice	0015	Effective 7/2/14*
Executive Order 13186	Responsibilities of Federal Agencies to Protect Migratory Birds	0015	Effective 7/2/14*
Executive Order 13513	Federal Leadership on Reducing Text Messaging While Driving	0015	Effective 7/2/14*
Executive Order 13556	Controlled Unclassified Information		
Joint DOE/DoD Technical Publication 45-51B	Transportation of Nuclear Weapons Material	0034	Effective 5/28/15 (Reference Document Change)
NA-10 WQAPM	Weapon Quality Assurance Procedures Manual	0034	See NAP 401.1 comments (corrected reference in Mod 0241)
NFPA Codes and Standards	NFPA Codes and Standards		
NHPA CRMP (April 2004)	Pantex Plant Cultural Resource Management Plan	0094	Effective 5/29/15
NNSA ACD 470.6	Use of Mobile Devices within National Nuclear Security Administration Secure Spaces	0221	Effective 11/15/19 Contingent upon approved Implementation Plan
NNSA Policy Letter: NAP 121.1A	Enterprise-Wide Strategic Planning	0241	Effective 6/9/21
NNSA Policy Letter: NAP 401.1A Admin Chg 2 (formerly NAP-24A)	Weapon Quality Policy	0262	Effective 4/11/22
NNSA Policy Letter: NAP 476.1 Admin Chg 1 (formerly NAP-23 Admin Chg 1)	Atomic Energy Act Control of Import and Export Activities	0189	Effective 5/26/15 Effective 1/22/20 (Converted to new directives numbering system in accordance with NNSA SD 251.1A, Directives Management)
NNSA Policy Letter: NAP 520.1 Admin Chg 1 (formerly NAP-25 Admin Chg 1)	Management and Operating Contractor Business Meals and Light Refreshments	0189	Effective 7/2/14* Effective 1/22/20 (Converted to new directives numbering system in accordance with NNSA SD 251.1A, Directives Management)
NNSA Policy Letter: NAP 540.2 (formerly NAP-31)	NNSA M&O Off-Site Extended Duty Assignments	0189	Effective 1/18/17 DOE AL 2018-08 Effective 7/12/18 Effective 1/22/20 (Converted to new directives numbering system in accordance with NNSA SD 251.1A, Directives Management)
NNSA Policy Letter: NAP-220.1	Internal Affairs Program	0151	Effective 7/26/18
NNSA Policy Letter: NAP-412.1	Financial Integration	0171	Effective 6/11/19
NNSA Policy Letter: NAP-413.1 (recertified)	Data Collection for Cost Estimating	0273	Effective 11/17/22

NPO Procedure – NPO-SD 3.4.3 (Applies to Pantex Only)	Conducting Readiness Reviews of Hazardous Non-Nuclear Facilities and Activities	0015	Effective 7/2/14*
Quality Plan No. 100-1 Amendment 4	Application of Quality Requirements to UK and US Procurement Contracts and Loan Authorizations for Research, Design & Development	0221	Revised name of Reference Document and Title
NNSA Supplemental Directive – NNSA SD 205.1	Baseline Cybersecurity Program	0178	Effective 4/19/18 Applicable Binding Operational Directives (BOD) ED 19-01 (Effective 8/19/19) BOD 19-02 (Effective 8/19/19) BOD 18-02 (Effective 8/19/19) BOD 18-01 (Effective 8/19/19) BOD 17-01 (Effective 8/19/19) BOD 16-03 (Effective 8/19/19) BOD 16-02 (Effective 8/19/19)
NNSA Supplemental Directive – NNSA SD 206.1	Privacy Program	0166	Effective 1/16/19
NNSA Supplemental Directive NNSA SD 206.2	Implementation of Personal Identity Verification for Uncleared Contractors	0151	Effective 7/12/18
NNSA Supplemental Directive – NNSA SD 226.1C	NNSA Site Governance	0189	Effective 12/11/19
NNSA Supplemental Directive – NNSA SD 251.1B	Directives Management	0221	Effective 1/12/21
NNSA Supplemental Directive – NA SD O 350.1	Management and Operating Contractor Service Credit Recognition	0015	Effective 7/2/14*
NNSA Supplemental Directive – NNSA SD 415.1A	Project Oversight for Information Technology (PO-IT)	0241	Effective 7/8/21
NNSA Supplemental Directive – NNSA SD 430.1	Real Property Asset Management	0101	Effective 3/29/17
NNSA Supplemental Directive – NNSA SD 452.2B	Nuclear Explosive Safety Evaluation Processes	0262	Effective 3/17/22
NNSA Supplemental Directive - NNSA SD 452.3-1A	Defense Programs Business Process System (DPBPS)	0094	Effective 7/5/16 See DPBPS Website for Issue and Effective Date @ https://dpbps.sandia.gov/SitePages/Content-Explorer-Federal-Requirements.aspx
NNSA Supplemental Directive – NNSA SD 452.3-2	Phase 6.X Process	0111	Effective 4/26/17
NNSA Supplemental Directive – NNSA SD 452.4-1	Nuclear Enterprise Assurance (NEA)	0262	Effective 5/26/22 Contingent upon approved Implementation Plan
NNSA Supplemental Directive - NNSA SD 470.4-2 Admin Chg 1	Enterprise Safeguards and Security Planning and Analysis Program	0241	Effective 8/12/21 Effective 5/28/20 NNSA Supplemental Directive (SD) 470.4-2 Implementation Instructions (II) dated April 22, 2020
NNSA SD 470.6 Technical Security Program	Technical Security Program	0273	Effective 10/26/22 Contingent upon approved Implementation Plan

NNSA Supplemental Directive – NNSA SD 471.6	Operations Security Program	0241	Effective 5/14/20
NNSA Supplemental Directive – NNSA SD 473.3	Enterprise Mission Essential Task List-based Protective Force Training Program	0034	Effective 3/31/15
ORR PCB FFCA	Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement		
PSLM	Primary Standards Lab Memo		
Technical Business Practices (TBP) and Infrastructure Business Practices (IBPs)	<p>Technical Business Practices (TBP) and Infrastructure Business Practices (IBPs)</p> <p>For additional implementing information on TBPs visit the Defense Program Legacy (PRP Online) Home @ https://prp.sandia.gov/TBPs/Forms/AllItems.aspx</p> <p>For additional implementing information on IBPs visit the Defense Program Legacy (PRP Online) Home @ https://prp.sandia.gov/IBPs/Forms/AllItems.aspx</p>	0094	See Defense Program Legacy (PRP Online) Home for Issue and Effective Date @ https://prp.sandia.gov/SitePages/Home.aspx
RM 257945	AL-R8 Pit Matrix Requirements	0015	Effective 7/2/14*

* Modification No. 0015 incorporated revised Appendix N, List of Applicable Directives, in accordance with Contracting Officer direction dated July 2, 2014, entitled “*Contract Number DE-NA0001942, Submittal of Revised Implementation Plan for Applicable Directives.*”

LIST OF DELETED/CANCELLED DIRECTIVES

The table below reflects all requirements that have been deleted in modifications 0015, 0034, 0045, 0094, 0101, 0140, 0151, 0166, 0171, 0178, 0229, 0241, 0262 and 0273.

Reference Document	Title	Mod	Notes
DOE O 130.1	Budget Formulation	0273	Deleted effective 8/17/22
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	0151	Cancelled by DOE O 140.1 Effective 7/26/18
DOE M 205.1-3 Admin Chg 1	Telecommunications Security Manual	0171	Cancelled by DOE O 470.6 Deleted Effective 4/25/19 on approval of DOE O 470.6 Chg 1 Implementation Plan
DOE O 313.1	Management and Funding of the Department's Overseas Presence	0034	Deleted Effective 4/16/15
DOE O 325.2 Admin Chg 1	Position Management and Classification	0140	Cancelled by DOE N 251.119 Deleted Effective 1/18/18
DOE O 350.2B	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC Area	0094	Cancelled by DOE N 251.115 (replaced by NAP 31 Effective 1/18/17)
DOE O 413.1B	Internal Control Program	0229	Cancelled by DOE O 520.1B Deleted Effective 2/25/21
DOE O 430.1B Admin Chg 2	Real Property and Asset Management	0094	Deleted Effective 12/21/16
DOE M 440.1-1A	DOE Explosive Safety Manual	0015	Deleted Effective 9/12/14
DOE M 452.2-1A	Nuclear Explosive Safety Manual	0045	Cancelled by DOE Order 452.2E
DOE M 452.2-2 Chg 1	Nuclear Explosive Safety Evaluation Processes	0034	Cancelled by DOE NNSA SD 452.2
DOE M 457.1-1	Control of Improvised Nuclear Device Information	0015	Deleted Effective 9/12/14
DOE P 470.1A	Safeguards and Security Program	0015	Deleted Effective 9/12/14
DOE M 470.4-4A Chg 1	Information Security Manual (Section D- Technical Surveillance countermeasures only)	0171	Cancelled by DOE O 470.6 Deleted Effective 4/25/19 on approval of DOE O 470.6 Chg 1 Implementation Plan
DOE M 471.2-4	Technical Surveillance Countermeasures Manual (TSCM) (Classified Annex only)	0015	Cancelled by DOE M 470.4-4A Chg 1
DOE O 471.3 Admin Chg 1	Identifying and Protecting Official Use Only Information	0262	Cancelled by DOE 471.7 Deleted Effective 6/28/22
DOE M 471.3-1 Admin Chg 1	Manual for Identifying and Protecting Official Use Only Information	0262	Cancelled by DOE 471.7 Deleted Effective 6/28/22
DOE O 473.3A Chg 1	Protection Program Operations	0262	Cancelled by DOE O 473.1A and DOE O 473.2A Deleted Effective 3/17/22
DOE M 483.1-1	DOE Cooperative Research and Developments Agreements Manual	0015	Deleted Effective 9/12/14
DOE M 481.1-1A Chg 1	Reimbursable Work for Non-Federal Sponsors Process Manual	0166	Cancelled by DOE O 481.1E Deleted Effective 1/30/19
DOE O 534.1B	Accounting	0229	Cancelled by DOE O 520.1B Deleted Effective 2/25/21

Reference Document	Title	Mod	Notes
DOE O 544.1	Priorities and Allocations Program	0015	Deleted Effective 9/12/14
DOE O 551.1D Chg 2	Official Foreign Travel	0178	Cancelled by DOE O 550.1 Deleted Effective 9/24/19
DOE O 580.1A Admin Chg 1	Department of Energy Personal Property Management Program	0101	Cancelled by DOE N 251.118 Deleted Effective 2/16/17
DOE-HDBK-1092-2013	DOE Handbook – Electrical Safety	0140	Deleted Effective 5/2/18
DOE-STD-1135-1999	DOE Standard – Guidance for Nuclear Criticality Safety Engineer Training and Qualification	0034	Deleted (Duplicate and covered in DOE Order 420.1C)
DOE STD 3024-98	DOE Standard – Content of System Design Description	0015	Deleted Effective 9/12/14
DOE SNL TYPEBARG	Tie-down Procedure for Type A, B, ARG, and Miscellaneous Containers	0034	Language combined/revised last Mod (per Emory Hogan) See: “DOE Technical Manual”
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management	0094	Deleted effective 12/13/16 DEAR 970.5223.6 covered
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance	0034	Deleted Duplicative requirement of DOE O 436.1
Executive Order 13526	Classified National Security Information	0034	Deleted Duplicative requirement to DOE Order 475.2A
NNSA BOP 001.5	Management and Operating Contractor Employment Reporting	0094	Cancelled Effective 12/14/16
NNSA BOP 001.311	NNSA Budget Validation Process	0273	Deleted effective 8/17/22
NNSA Supplemental Directive – NNSA SD G 1027 Admin Chg 1	Guidance on Using Release Fraction and Modern Dosimetric Information Consistently with DOE STD 1027-92, <i>Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports, Change Notice No. 1</i>	0241	Deleted Effective 9/13/21
BOP 003.08	Management and Operating Contractor Business Meals and Light Refreshment	0015	Deleted Effective 9/12/14
BOP 50.002	Value Management Policy	0015	Deleted Effective 9/12/14
BOP 50.003	Independent Project Review Policy	0015	Deleted Effective 9/12/14
NNSA BOP 413.1 Admin Chg (formerly BOP 06.01 Admin Chg 1)	Value Management (VM)	0273	Deleted effective 10/19/22
NNSA Policy Letter: NAP-14.1-C, Chapter VII	NNSA Baseline Cyber Security Program	0140	Cancelled by NNSA SD 205.1 Deleted Effective 4/19/18
NNSA Policy Letter: NAP-14.1-D	Baseline Cyber Security Program	0140	Cancelled by NNSA SD 205.1 Deleted Effective 4/19/18
NAP 14.2-C	NNSA Certification and Accreditation (C&A) Process for Information Systems	0015	Deleted Effective 9/12/14
NNSA Policy Letter: NAP-14.3-B	Transmission of Restricted Data over Secret Internet Protocol Router Network (SIPRNet)	0140	Cancelled by NNSA SD 205.1 Deleted Effective 4/19/18
NNSA Policy Letter: NAP-21	Transformational Governance and Oversight	0094	Cancelled by NNSA SD 226.1B

Reference Document	Title	Mod	Notes
NAP-70.2	Physical Protection	0015	Deleted Effective 9/12/14
NAP-70.4	Information Security	0015	Deleted Effective 9/12/14
NAP-9A	Secon Implementation	0015	Deleted Effective 9/12/14
IBP-202	Record of Assembly and Disassembly	0015	Deleted Effective 9/12/14
IBP-401	Product Definition Exchange Process	0015	Deleted Effective 9/12/14
IBP-404	Engineering Authorization System	0015	Deleted Effective 9/12/14
Letter	Letter dated 6/2/2010 from Thomas D. D'Agostino to Theodore Sherry, Expert-Based Unreviewed Safety Question Determination Procedure	0015	Deleted Effective 9/12/14
NNSA Supplemental Directive – NA-SD 350.2 Rev 1	Use of M&O Contractor Employees for Service to the NNSA in the Washington DC Area	0094	Cancelled by NAP 31 Deleted Effective 1/18/17
QC-1 Revision 10	DOE/NNSA Weapon Quality Policy (QC-1)	0015	Deleted Effective 9/12/14
Site Specific CRD	Startup and Restart of Operations, Activities and Facilities	0015	Deleted Effective 9/12/14
Site Specific CRD	Directive Systems Process	0015	Deleted Effective 9/12/14
Standard Building Code	International Building Code	0015	Deleted Effective 9/12/14
YSO-CRD-03-01 (Applies to Y-12 Only)	Startup and Restart of Operations, Activities, and Facilities at Y-12 including Safety Basis Document Implementation (Applicable until such time that decision on incorporating into NPO-SD3.4.3 is decided).	0101	Deleted Effective 3/9/17
YSO-CRD-09-01 (Applies to Y-12 Only)	Projects Contractor Requirements Document (CRD)	0140	Deleted Effective 3/22/18

(A) Implementation of applicable directives.

- (1) The Contractor shall submit an implementation plan to the Contracting Officer when required by the directive or other instruction of the Contracting Officer and within 60 days of the effective date of the Contract or acceptance of the directive after the effective date of the Contract.
- (2) The Contracting Officer will approve or disapprove the plan and notify the Contractor of the decision. If the Contracting Officer disapproves the plan, he/she shall clearly identify all deficiencies and provide reasonable suggestions for making the plan acceptable. Within 30 days after notification of the disapproval of a plan, the Contractor shall submit to the Contracting Officer the revised plan for approval as described above.
- (3) During the process of implementation, the Contractor will notify the Contracting Officer if modifications to the plan are required for any reason. The Contracting Officer will consider all such requests and will not unreasonably withhold his/her approval to modify such plans when circumstances warrant modification.

End of Appendix -