

SPECIAL PROVISIONS – ON SITE SERVICES
SP-5 REV. 4, 03/26/2024

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1.0 GENERAL PREAMBLE

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all contractors, contractor personnel and subcontractor personnel assigned to work on the Hanford Site in performance of this Central Plateau Cleanup Company (Buyer) Contract. All of these provisions and referenced Department of Energy Acquisition Regulation (DEAR) clauses, and requirements and hazards identified in the Statement of Work (SOW), must be flowed down appropriately to all lower-tier subcontractors and assigned personnel. Referenced clauses are available at: <https://www.acquisition.gov/content/regulations>
- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.
- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty, and other legal rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.

2.0 DEFINITIONS

ESH&Q encompasses Environment, Safety, Health and Quality including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.

Site or "**On-Site**" refers to the Hanford Site or Hanford Nuclear Reservation, north of Richland, WA, and all U.S. Department of Energy (DOE) or Buyer owned, leased or controlled facilities in Richland, WA.

Radiological Work shall mean any work performed on Site that requires the handling of radioactive material or which requires access to Soil Contamination Areas, Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas, involves the use of a Radiation Generating Device, involves disturbing the soil in Underground Radioactive Material Areas, disturbs material fixing contamination in Fixed Contamination Area, or the work affects the radiological conditions of the facility (e.g.: securing ventilation, relocating or modifying shielding material, interrupting power to radiological monitoring systems or components).

Site Services Contractor (SSC) refers to the DOE-designated contractor responsible for providing mission support services, facilities and infrastructure. This includes security, utilities, training, roadway maintenance and other services.

3.0 PERSONNEL

- A. Subcontractor shall ensure that all supervisory personnel, including all lower-tier subcontractors assigned to work on Site, are familiar with the Subcontract provisions, requirements and identified hazards.
- B. The Subcontractor is responsible for maintaining and enforcing satisfactory standards for personnel qualifications, performance, conduct, and business ethics.
- C. If the work to be performed under this Subcontract requires Subcontractor and/or lower-tier subcontractor personnel to acquire Site access, Subcontractor is responsible for determining personnel suitability prior to making a request for Site access.
- D. Subcontractor has complete responsibility for conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims or controversies arising from conduct of Subcontractor and lower-tier personnel and implementation of personnel qualification requirements.

- E. Subcontractor agrees and certifies that all (including lower-tier subcontractor) personnel it has assigned to work on Site:
 - 1. are qualified, suitable and trained to perform the intended work;
 - 2. have undergone appropriate pre-employment and background reviews;
 - 3. are not under the influence of controlled substances, drugs or alcohol; and
 - 4. shall conduct themselves safely, ethically and appropriately for the workplace.

4.0 MOBILIZATION

- A. No work is to begin on Site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by Contract Specialist or BTR.
- B. Daily work schedules and facility operations are NOT consistent on the Site.
 - 1. BEFORE scheduling work, or arriving on Site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and/or BTR. This requirement applies to any work on Site by any of Subcontractors' lower-tier subcontractors and personnel.
 - 2. The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc. which result from Subcontractor's failure to obtain specific schedule approval in advance.

5.0 ESH&Q REQUIREMENTS

5.1 SAFE WORK MANAGEMENT

- A. Performance of work at the Site is governed by a set of comprehensive rules, regulations and procedures to assure that work is performed in accordance with Environmental, Safety, Health and Quality requirements intended to protect human health and the environment. The Subcontractor shall perform work in accordance with the ESH&Q requirements identified in the Statement of Work. In the event Subcontractor has established its own ESH&Q requirements that it believes are equivalent to any of those set forth in the Subcontract, then Subcontractor may request substitution. Such request shall be submitted in writing with documentation (i.e., procedures, plans, processes, etc.) for review to the Buyer, and a determination reached before work commences. Buyer's decision regarding equivalency shall be final and is not subject to dispute under the disputes provisions of the Subcontract.
- B. The Subcontractor shall comply with, and, as requested, assist the Buyer in complying with, ESH&Q requirements of applicable laws, regulations and directives including Title 10 Code of Federal Regulations (CFR) Part 851, Worker Safety and Health Program.
- C. The Contractor shall ensure that management of ESH&Q functions and activities becomes an integral and visible part of the Subcontractor's work planning and execution processes. Furthermore, and accordance with DEAR 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*, the Subcontractor is required to comply with all facility safety authorization basis and nuclear safety requirements that are established for Buyer/Government facilities.
- D. The Subcontractor shall perform work safely in accordance with Integrated Safety Management System (ISMS) and Environmental Management System (EMS) (ISMS/EMS) principles, in a manner that ensures adequate protection for personnel, the public, and the environment, and shall be accountable for the safe performance of the Work. The Subcontractor shall exercise a degree of care commensurate with the work, the associated hazards and potential environmental impact. Subcontractors should:
 - 1. Thoroughly review the defined scope of work;
 - 2. Identify hazards and ESH&Q requirements;
 - 3. Analyze hazards and implement controls;
 - 4. Perform work within controls; and

5. Provide feedback on adequacy of controls and continue to improve ES&H management.
- E. The Subcontractor is expected to help prevent adverse incidents by adopting and sharing good work practices. [DOE's OPEXShare](#) website shall be reviewed for best practices and lessons learned applicable to this work scope.
- F. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ESH&Q matters under this Subcontract. Where a conflict exists between regulations, requirements or standards, the Subcontractor shall bring the conflict to the attention of the Contract Specialist, and obtain resolution before proceeding.
- G. The Subcontractor, prior to performing any work on Site, shall ensure that:
 1. Subcontractor's senior management is actively engaged in the implementation, feedback and improvement of the Subcontractor's ISMS/EMS.
 2. Subcontractor line management is responsible for the protection of personnel, the public, and the environment from activities arising out of performance under this Subcontract. Subcontractor and lower-tier subcontractor managers share this responsibility.
 3. Clear and unambiguous lines of authority and responsibility for ensuring ESH&Q requirements are established and maintained at all organizational levels. This shall be documented and communicated to all Subcontractor personnel by the Subcontractor.
 4. Subcontractor personnel shall possess the experience, qualifications, skills, training and abilities that are necessary to execute their responsibilities under this Subcontract, including any applicable Occupational Safety and Health Administration (OSHA) requirements and standards.
 5. Resources shall be effectively allocated to address ESH&Q programmatic and operational considerations. Protecting personnel, the public, and the environment is a priority whenever Work is planned and performed.
 6. The Subcontractor shall evaluate foreseeable hazards, determine planned protective measures, and as required, address OSHA requirements and standards. These evaluations shall be prepared by qualified individuals and establish an agreed upon set of ESH&Q controls and requirements that, when properly implemented, provide adequate assurance personnel, the public, and the environment are protected from adverse consequences.
 7. Subcontractor personnel entering the Site shall be dressed appropriately for the Work conditions and potential hazards as required by safety procedures and job hazard(s) analyses. When required by Buyer policies or directives, personal protective equipment (hard hats, safety glasses, gloves, steel-toed shoes, etc.) must be worn as a condition of continued access to the Site and Subcontract performance.
 8. The conditions and ESH&Q requirements to be satisfied for Work to be performed are established and agreed upon by Buyer and the Subcontractor. These agreed upon conditions and ESH&Q requirements are binding upon the Subcontractor and any and all lower-tier subcontractors. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the Work.
 9. Administrative and engineering controls to prevent and mitigate hazards are tailored to the Work being performed and any associated hazards. Emphasis must be on designing the Work and controls to reduce or eliminate the hazards, prevent accidents and unplanned releases and exposures.
 10. Subcontractor's personnel are actively involved in the ISMS/EMS, job hazard analysis, and pre-job safety reviews where personnel are informed of foreseeable hazards and planned protective measures.
 11. Open and effective communication exists between the Subcontractor and the BTR to support the management of ESH&Q issues and initiatives.
- H. Workers, fieldwork supervisors, and management shall continually ensure the adequacy of work processes, procedures, and equipment and correct deficiencies when identified.

- I. The Subcontractor shall promptly identify, evaluate and communicate to the Buyer any noncompliance with applicable ESH&Q requirements. If the Subcontractor fails to provide the necessary communication to Buyer or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or a danger to the environment or health and safety of personnel or the public, the Buyer may issue a Stop Work Order in whole or in part. Any Stop Work Order issued by the Buyer under this provision shall be without prejudice to any other legal or contractual rights of the Buyer. In the event that the Buyer issues a Stop Work Order, the Buyer must issue an order authorizing the resumption of the work before work may resume. The Subcontractor shall not necessarily be entitled to an extension of time or additional costs, fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this provision.
- J. The Subcontractor is responsible for compliance with the ESH&Q requirements applicable to this Subcontract regardless of whether the performer of the Work is the Subcontractor or a lower-tier subcontractor.
- K. The Subcontractor shall include ESH&Q requirements substantially the same as those in this provision in subcontracts involving work on Site. Such subcontracts shall provide for the right to stop work under the conditions described in this provision.

5.2 PERFORMANCE CONTROLS

- A. While working on Site, Subcontractor and its lower-tier subcontractors shall comply with the requirements of the implemented [Hanford Site Safety Standards](#) unless directed otherwise in writing in the Subcontract. Standards which are issued or revisions made after Subcontract award shall be brought to the attention of the Contract Specialist for direction prior to incorporating into the Subcontract performance. Copies are also available from the Contract Specialist or BTR.
- B. In complying with Hanford Site Lockout/Tagout Procedure ([DOE-0336](#)), the Subcontractor and lower-tier subcontractors shall be responsible for the following:
 - 1. Members of the Subcontractor workforce who are assigned to function as an Authorized Worker or Controlling Organization Worker shall be trained and qualified to the requirements of [DOE-0336](#) to perform lockout/tagout.
 - 2. The Subcontractor shall schedule the completion of Initial and Annual Hanford (HAMMER) training through their BTR for Subcontractor personnel needing to be qualified as Authorized Worker or Controlling Organization to perform lockout/tagout.
 - 3. The Subcontractor shall provide express notification to the BTR of plans to perform lockout/tagout to coordinate the work scope activity with the appropriate Controlling Organization.
 - 4. The Subcontractor shall perform lockout/tagout (e.g., the hanging and removing of locks and tags) only in the accompaniment of, and under direct oversight of, a qualified member of the Controlling Organization.
 - 5. A Subcontractor representative may act as Controlling Organization in the performance of greenfield construction, or as otherwise assigned/designated by the BTR in cases where no physical interface with an existing facility or entity exists.
- C. A walk down of the actual job site shall be conducted by the BTR and the Subcontractor's Designated Safety Representative prior to work commencing. The purpose of the walk down is to help ensure that the hazards and potential environmental impacts associated with the activity and the surrounding environment are identified and addressed. It shall be the responsibility of the Subcontractor to orient all its other employees, its lower-tier Subcontractors and their employees, as to such working conditions and requirements.
- D. Pre-job safety briefings for personnel who work in remote locations or locations that are not normally occupied shall include emergency response actions (safe route and destination) when evacuation or take cover sirens are activated.
- E. While on Site, the Subcontractor shall operate motor vehicles only on hard-surfaced or gravel roads unless prior approval is obtained from the BTR. During high fire hazard periods, the Subcontractor shall adhere to all restrictions of off-road travel, which include, but are not limited to, requiring vehicles to carry fire extinguishers, shovels and radio communications. The Buyer reserves the right to ban all off-road travel during extreme fire hazard periods.

5.3 REQUIRED NOTIFICATIONS

- A. The Subcontractor shall immediately notify the BTR of any occupational injury, illness or any "Unusual Occurrence." An Unusual Occurrence is any deviation from the projected events that have ESH&Q protection significance.

- B. Evaluation or treatment by the Site occupational medical service provider to provide proper reporting and documentation may be required for unusual occurrences even when there was no need for medical examinations based on scope of work.
- C. The Subcontractor shall immediately notify the BTR of any personnel occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards) or harmful physical agents (e.g., noise, laser light), etc. that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) or the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV).
- D. The Subcontractor shall immediately notify the BTR of any requests from or notifications to external agencies and/or regulators, required as a result of personnel exposure.
- E. The Subcontractor shall immediately notify the BTR of all spills or releases of hazardous material (including fuel or other petroleum products) on the Site resulting during performance of or associated with the Subcontractors completion of the work.
- F. The Subcontractor shall notify the BTR not less than 48 hours prior to bringing to the Site any equipment of the type indicated below so that the Buyer may arrange for a safety inspection. Subcontractor and lower-tier subcontractors shall not move any such equipment in or from the worksite until receipt of written approval from the Buyer. Equipment includes, but is not limited to, the following:
 - 1. Cranes, derricks, hoists and man lifts.
 - 2. Earth moving equipment.
 - 3. Off-highway motor vehicles.
 - 4. Pile driving equipment.
 - 5. Rock drilling, core drilling, well drilling and similar equipment.
 - 6. Pressure vessels and/or equipment supplied with pressure vessels, either fired or unfired.
 - 7. Equipment employing "laser" techniques.
 - 8. Powder actuated tools.
 - 9. Equipment employing radioactive materials or that develop ionizing radiation that generates, emits, or utilizes ionizing radiation requires licensing in accordance with 10 CFR 20 or control in accordance with 10 CFR 835.
 - 10. Contaminated or potentially contaminated equipment brought on Site for controlled use, authorized under specific control provisions contained within the Statement of Work or associated radiological specifications approved by the Buyer's Radiation Protection organization.
- G. The following documents must be provided upon request by the Buyer for equipment to be inspected:
 - 1. A copy of the latest certified inspection (as applicable).
 - 2. Manufacturer's specification and/or recommendations.
 - 3. Load rating charts and other information as applied to cranes and hoists.
 - 4. Hydrostatic test certification (if applicable).
 - 5. Qualified operator certifications (i.e., powder-actuated tools).
 - 6. A copy of the calibration reports for M&TE equipment (if applicable).

5.4 INVESTIGATION SUPPORT

- A. The Subcontractor shall cooperate in the conduct of accident investigations and shall cooperate as appropriate in the conduct of investigations relating to all injury/illness and/or property damage.
- B. Equipment involved in an accident shall not be moved until a representative of the Buyer releases such equipment, except where removal is essential to prevent further property damage or serious injury/illness. Where necessary to remove the injured, such equipment may be moved only to the extent of making possible such removal.

5.5 REPORTING AND RECORD KEEPING

- A. The Subcontractor shall ensure all of its personnel who experience an injury or illness while performing work on Site report immediately to supervision to ensure evaluation, proper treatment, and injury/illness documentation.
- B. The Subcontractor shall submit each month a report of labor hours worked on Site using the electronic Contractor [Labor Hour Submittal Form](#), including the total hours worked on Site by Subcontractor personnel (including subcontractor personnel, if applicable) during the previous month in support of Buyer-supervised work activities. Monthly report of labor hours worked on Site is due by the date indicated within the electronic Subcontractor [Labor Hour Submittal Form](#), for each contract and task order release. Additionally, Subcontractor must report the total number of employees working on Site for all contracts and task order releases, and incurred first aid cases and injuries/illnesses in connection with work performed on Site in the “Comments” field of the electronic Subcontractor [Labor Hour Submittal Form](#).
- C. The Subcontractor shall report all property damage to, or losses of, DOE owned or leased property to the Buyer, regardless of cause.

5.6 RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICAL SERVICES AND RECORDS (H.59)

(a) The Subcontractor shall obtain Radiological Site Services (RSS) and occupational medical services for all subcontractor and sub-tier subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Subcontractor shall identify required RSS and occupational medical services as required by the Section C PWS and Section J Attachment entitled, *Government-Furnished Services and Information (GFS/I)*, respectively.

(b) RSS are obtained as specified in Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I clauses DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records*, and DEAR 970.5204-3, *Access to and Ownership of Records*, are implemented as follows with respect to radiological records: Radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*, and are the property of DOE. Subcontractor agrees to provide the Buyer with copies of any and all such records.

(c) Occupational medical services for employees performing work under this Contract are provided by the Hanford Site occupational medical services contractor as specified in Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I clause DEAR 970.5204-3, *Access to and Ownership of Records*, is implemented as follows with respect to occupational medical records. Occupational medical records generated during the performance of Hanford-related activities shall be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

(d) Interface Requirements Matrix. The Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records. All occupational medicine records generated during the performance of Hanford Site-related activities will be maintained by the Hanford Site Occupational Medicine Services Provided and are the property of DOE.

5.7 ACCESS TO AND OWNERSHIP OF RECORDS – DEAR 970.5204-3 (OCT 2014) (DEVIATION)

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

- B. Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (A) of this clause.
1. Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the Contract as being operated and maintained by the Contractor in Privacy Act system of records.
 2. Confidential Contractor financial information, internal corporate governance records and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
 3. Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 5. The following categories of records maintained pursuant to the technology transfer clause of this Contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents, and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- C. Contract completion or termination. Upon Contract completion or termination, the Contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the Contractor shall provide either the original Contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the Contractor chooses to provide its original Contractor-owned records to the Government or its designee, the Contractor shall retain future rights to access and copy such records as needed.
- D. Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this Contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- E. Applicability. This clause applies to all records created, received, and maintained by the Contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- F. Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the Contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the Contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

G. Subcontracts.

1. The Contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72 , or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) 3 asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
2. The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

5.8 SITE CONDITIONS AND INVESTIGATIONS

Subcontractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including, but not limited to, the following:

- (a) Transportation, access, disposal, and handling and storage of materials.
- (b) Availability and quality of labor, water, electric power, and road conditions.
- (c) Climatic conditions, tides, and seasons.
- (d) River hydrology and river stages.
- (e) Physical conditions at the Jobsite and the project area as a whole.
- (f) Topography and ground surface conditions.
- (g) Equipment and facilities needed preliminary to and during the performance of the Work.
- (h) Radiological conditions of surface or subsurface.

The failure of Subcontractor to acquaint itself with any applicable conditions will not relieve Subcontractor of the responsibility for properly estimating either the difficulties or the cost of successfully performing Subcontractor's obligations under this Subcontract.

Where Buyer or Owner (Government) has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by Buyer and Government for the purpose of study and design. If the records of such investigation are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of Subcontractor. Neither Buyer nor Government assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth; and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such proportions different from those indicated may not be encountered.

5.9 DIFFERING SITE CONDITIONS

The Hanford Site was used for nuclear work related to the production of weapons for the defense of the country. Unidentified sources of radioactive material exist in Hanford Site soil. Subcontractor shall promptly notify Buyer, in writing, before proceeding with any Work that Subcontractor believes constitutes a differing site condition with respect to:

- (a) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Subcontract, or
- (b) Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Subcontract.

Buyer will, as promptly as practicable, investigate such conditions and make a determination. If Buyer determines that such conditions do materially so differ and cause an increase or decrease in Subcontractor's cost of or the time required for performance of the Work under the Subcontract, an adjustment will be made and the Subcontract modified, in writing, accordingly. No claim of Subcontractor under this clause will be allowed unless Subcontractor has given the required notice.

6.0 ENVIRONMENTAL PROTECTION

- A. Subcontractor shall perform work in a manner consistent with Buyer's environmental policy to comply with environmental requirements, prevent pollution, and continually improve environmental performance.
- B. Hazardous materials used and hazardous waste generated on Site by the Subcontractor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Subcontractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use on Site and require product substitution of less hazardous or non-regulated materials. Subcontractor shall minimize waste generation as is practicable and report the results of such efforts to BTR.
- C. Hazardous material used on Site shall be labeled in accordance with the requirements of the Globally Harmonized System of Classifications and Labeling of Chemicals. The Subcontractor shall supply a list of all hazardous materials and their corresponding Safety Data Sheets (SDS) and obtain Buyer's prior approval before bringing any hazardous material onto the Site. (Prior approval does not apply to fuels and lubricants currently being used for the operation of motor vehicles that are brought on Site.) Subcontractor shall keep the list current and shall provide the list to the BTR on a quarterly basis. Contractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought on Site, types of containers, and locations of storage) to Contract Specialist and BTR. Subcontractor also shall make available at each location, and review with its personnel, information contained in SDSs for the hazardous materials to be used there. The Subcontractor shall use Buyer's [Chemical Inventory Worksheet \(form A-6004-750\)](#) for purposes of providing the list and required information or a Buyer approved equivalent to compile the list.
- D. If any chemical product will be stored at the job site for more than one day, the Subcontractor shall inform BTR of the types and amount of material that will need to be stored on Site and obtain BTR's approval of a storage location. The Subcontractor will be required to complete additional sections of the [Chemical Inventory Worksheet](#) as directed by BTR. The Subcontractor shall maintain written inventory of all chemicals stored at the job site. At job completion, the Subcontractor shall remove any unused chemical products from the job site.
- E. The Subcontractor shall avoid unnecessary generation of dangerous waste during performance of this work on Site. If the work of the Subcontractor requires submittal of a [Chemical Inventory Worksheet \(form A-6004-750\)](#) per paragraph C above, the Subcontractor shall complete the "Planned Waste Generation/Disposal Information" section (attach another sheet if necessary) describe the type and amount of waste anticipated to be generated and how the waste would be managed. If dangerous waste generation is necessary, and it is not discussed in "Planned Waste Generation/Disposal Information" section of the worksheet, the Subcontractor shall submit a plan for management of such waste to Buyer for approval prior to performing work. In addition to federal and state regulatory requirements, waste management requirements specific to the Site may also apply. Buyer will dispose of dangerous waste that was generated by Subcontractor's work on Site in accordance with Site requirements after initial accumulation by the Subcontractor in accordance with Buyer's procedure or direction.

- F. Subcontractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases resulting from Subcontractor's performance of this work scope. Subcontractor shall promptly notify Buyer of all spills and releases. The Subcontractor shall take reasonable measures to prevent spills of petroleum and hazardous substances. The extent of such measures should be based on the risk posed (storage location, volume stored, physical state, toxicity, flammability, etc.). The Subcontractor shall maintain a spill kit on Site during the use of materials and/or storage of equipment. The kit shall be sufficient in nature to contain, mitigate or cleanup spills that may occur during use or storage of a product, waste or equipment. Subcontractor personnel shall be familiar with the use of the spill kit and the requirements of this section. Spills shall be cleaned up by Subcontractor to the satisfaction of the BTR. If Subcontractor does not have the necessary expertise or authorizations to clean up the spill or to manage materials generated during spill cleanup, Buyer reserves the right to take clean up actions with costs being borne by Subcontractor.
- G. Subcontractor shall avoid generation of waste and practice pollution prevention during the performance of this work on Site. If the generation of waste on Site is unavoidable by eliminating it at the source, efforts should be made to re-use or recycle. Site recycling programs shall be utilized if available for Site-generated wastes; lamps, batteries, non-PCB lighting fixture ballasts, mercury switches, mercury thermometers and thermostats, used oil, spent antifreeze, shop towels, aerosol productions; capacitors; hard media; cathode ray tubes (CRTs); circuit boards, personal computers (PCs), other memory equipment and software; scrap metal; toner cartridges; aluminum cans; plastic; cardboard; paper; wood; and inert wastes (asphalt, concrete, glass, rocks, earth, etc.). Wastes that cannot be recycled shall be managed in accordance with all regulatory requirements. Contractor shall accumulate dangerous waste (WAC 173-303), PCB waste (40 CFR 761), asbestos waste (40 CFR 61) and radioactive waste generated on the Site in accordance with direction from Buyer. After initial accumulation by Subcontractor, Buyer will dispose of such waste.
- H. Subcontractor shall supply materials in performance of this work which comply with federal, state and local requirements regarding the use of environmentally preferable, recycled and recycled-content materials. (The intent of this requirement is to encourage the use of sustainable materials and materials with recycled content). Categories of materials designated in [40 CFR Part 247](#) Subpart B include paper, vehicular products, construction products, transportation products, park and recreation products, landscaping products, and office products. See the following links for more information: [U.S. Environmental Protection Agency \(EPA\) Comprehensive Procurement Guideline \(CPG\)](#); environmentally preferable products include those under the U.S EPA [Energy Star](#) and [WaterSense](#) programs, those registered through the Global Electronics Council's [Electronic Product Environmental Assessment Tool \(EPEAT®\)](#) and those biobased products certified by the [U.S. Department of Agriculture's BioPreferred® Program](#).

7.0 SECURITY AND SITE ACCESS

7.1 PERSONNEL QUALIFICATIONS

- A. The Subcontractor is responsible for maintaining satisfactory standards for personnel qualifications, performance, conduct, and business ethics under its own personnel policies. Subcontractor is responsible for determining personnel suitability prior to making a request for Site access.

7.2 BADGE REQUIREMENTS

- A. Requests by an authorized representative of the Subcontractor for access to the Site or access to a Federal Information system will only be considered when a valid business reason exists. All personnel for whom access is requested are subject to identity verification and background investigation in accordance with Site access requirements as determined by DOE and its Site Services Contractor (SSC). Access may be denied or revoked by the Buyer or DOE at any time.
- B. The Subcontractor understands and agrees that DOE and its SSC has a prescribed process with which the Subcontractor and its personnel must comply in order to receive a security badge that allows such access. The Subcontractor further understands that it must propose personnel whose background offers the best prospect of obtaining a security badge approval for access. The following circumstances, which are not all inclusive and may vary depending on access requirements should be considered before requesting a badge:
 - 1. Is, or is suspected of being, a terrorist;
 - 2. Is the subject of an outstanding warrant;

3. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 4. Has presented false or forged identity source documents;
 5. Has been barred from Federal employment;
 6. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 7. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- C. The Subcontractor shall assure:
1. That personnel properly completes any forms, and
 2. That personnel submit forms to the person designated by the Buyer.
 3. That personnel cooperates with DOE and SSC officials responsible for granting access to the Site and
 4. Provides additional information, requested by DOE officials or their SSC.
- D. The Subcontractor understands and agrees that DOE or their SSC may unilaterally deny a security badge to anyone and that the denial remains effective for that person unless DOE or their SSC subsequently determines that access may be granted. Upon notice that a person's application for a security badge is or will be denied, Subcontractor shall notify the Buyer and, if directed, promptly take necessary action to continue Subcontract performance. The denial of a security badge to individual personnel by DOE or its SSC shall not be cause for extension of the period of performance of this Subcontract or any Subcontractor claim against Buyer.
- E. Subcontractor, Subcontractor's personnel and any lower-tier subcontractors requesting access shall comply with agency personal identity verification procedures implementing Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. ref. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- F. Foreign national access requests require special approval processes before access will be considered and might be granted.
- G. Any person granted access shall be required to wear a Buyer-issued security badge identifying themselves. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued by Buyer Dosimetry.
- H. Badging for more than seven (7) days requires Subcontractor personnel to complete Contractor General Employee Training (CGET). Buyer will provide CGET except in special circumstances.
- I. Badges will be issued at Buyer Security location(s) during normal working hours. Subcontractor shall provide Buyer the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the personnel(s) first require the badge(s) for work performance. Each Subcontractor personnel requiring a badge shall appear in person with photo identification (e.g., valid driver's license) to identify themselves to obtain a badge.
- J. If Subcontractor or lower-tier subcontractor personnel lose a badge, they shall report the loss immediately upon discovery to the Central Badging Office. If badge is stolen, immediately report it to Hanford Patrol, Central Badging Office, and to local law enforcement.
- K. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor and lower-tier subcontractor personnel shall be returned to Central Badging and Buyer Dosimetry, respectively. Buyer will charge Subcontractor \$1,000 for each badge or dosimeter not returned, no show at a scheduled in-vivo/in-vitro radiation bioassay (baseline, periodic or termination), or failure to complete the dosimetry closeout process. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges previously collected for badges and/or dosimetry matters subsequently found may not be made after the date of final payment to the Subcontractor.

7.3 CLEARANCES

- A. When a security clearance will be required, the applicant's job qualifications and suitability shall be established before a request is made to Buyer for a security clearance. Applicants selected will be subject to a government background investigation and must meet eligibility requirements for access to classified matter.
- B. When an applicant is being hired specifically for a position which shall require a DOE security clearance, the applicant shall not be placed in that position prior to the security clearance being granted by the DOE.
- C. Certain information may be required to permit the government to grant the clearance(s). Typical information includes, but may not be limited to, the following:
 - 1. Verification of U.S. citizenship;
 - 2. A credit check;
 - 3. Proof of negative drug screen;
 - 4. Verification of high school degree/diploma or degree/diploma granted by an institution of higher learning, or a degree that may be specific to the position being applied for within the last 5 years;
 - 5. Personal references (at least three references provided by applicant and one developed by the background investigation agency);
 - 6. Employers for the past 3 years (excluding employment of less than 60 days duration, part-time employment, and craft/union employment and
 - 7. Court searches (criminal convictions) for misdemeanor and/or felony charges when state or local law, statute, or regulation does not prohibit such checks. Checks will include all locations within the United States where the applicant has resided for more than 60 days over the past seven years.
 - 8. Motor vehicle report (when applicable).

7.4 ESCORT REQUIREMENTS

All uncleared Subcontractor personnel assigned to perform work in a Protected Area or Limited Area will be required to be escorted at all times by a person possessing a minimum of an "L" access authorization (security clearance).

7.5 PROHIBITED ARTICLES

- A. Subcontractor and lower-tier subcontractor personnel shall not personally carry, or otherwise transport or transfer, certain items onto the Site at which the Subcontractor is performing work under this Subcontract.
- B. The following items are prohibited articles anywhere on Site or in Site-associated facilities (to include vehicle parking areas and pedestrian walkways):
 - 1. Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices which could cause damage or personal injury.
 - 2. Stun guns (e.g., tasers)
 - 3. Controlled substances (e.g., marijuana, illegal drugs and associated paraphernalia, but not prescription medication).
 - 4. Alcoholic beverages: Any intoxicating beverage or liquor containing alcohol, including "near" and "non-alcoholic" beer and energy drinks which identify alcohol as an ingredient.
 - 5. Pets and animals (except trained guide animals with a Prohibited Article Pass)
 - 6. Unmanned aircraft systems (UAS, drones)
 - 7. Other items prohibited by law

8. Knives

- i. Spring blade knife, or any knife blade which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into position by force of gravity, or by an outward, downward, or centrifugal thrust or movement.
- ii. Knives, folding or straight blade, with a blade exceeding two and one half (2.5) inches in length.
- iii. Swords, machetes, hatchets, axes, straight razors, and similar cutting devices.
- iv. Exceptions:
 1. A knife in possession of a person that is recognized as a tool designed for use by the personnel in performance of Contract work.
 2. A knife readily recognized as kitchen cutlery, (i.e., carving knife, steak knife, etc.). However, such knives found in locations inconsistent with their use (e.g., vehicle glove box) with blades exceeding two and one half (2.5) inches will be confiscated.

C. The following controlled articles are prohibited within Limited Areas and Protected Areas (privately owned items are not authorized within Limited Areas and Protected Areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass):

1. Radio frequency transmitting equipment.
2. Cellular telephones.
3. Computers and other devices able to record, read or transmit data as standalone units. Other devices include, but are not limited to, eReaders, Apple iPods, MP3 players, and personal electronic devices. Note: government provided desktop computers and associated media are not considered controlled articles.
4. Recording equipment (audio, video, optical, and data).
5. Cameras (still, motion-picture, video).
6. Portable electronic equipment.
7. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
8. Other items prohibited by law.

D. All personal protective sprays (e.g., mace, pepper spray, etc.) are prohibited within Protected Areas.

E. The following items are prohibited in rooms wherein classified information is processed or discussed. These items are prohibited in rooms wherein classified information is processed or discussed even if they are listed on the item owner's valid prohibited/controlled article pass:

1. Cordless and cellular telephones.
2. Recording equipment (audio, video, and data).
3. Cameras (still, motion-picture, video).
4. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
5. Radio frequency transmitting equipment.

NOTE: Government-Owned video conference systems approved for classified use are not considered controlled articles.

F. If Subcontractor, or any of its personnel, needs to use a prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.

- G. Subcontractor and lower-tier subcontractor personnel and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on Site. Prohibited articles found in the possession/control of Subcontractor and lower-tier subcontractor's personnel which are not listed on a valid prohibited/controlled article pass will be confiscated.

7.6 MATTERS OF COUNTERINTELLIGENCE CONCERN

Subcontractor shall immediately inform the Buyer of any of the following conditions:

- A. Any and all Subcontractor/Subcontractor personnel contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Subcontractor/Subcontractor personnel becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Subcontractor/Subcontractor personnel have concerns that they may be a target of actual or attempted exploitation by a foreign national or entity.
- D. The Subcontractor is intending to employ a foreign national(s) (a non-U.S. citizen) for work on Site for any purpose.
- E. The Subcontractor is intending to host a meeting for any DOE/ Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-Site location.
- F. The Subcontractor/Subcontractor personnel are traveling, to a DOE declared sensitive country, and on official DOE sponsored travel, regardless of clearance level.
- G. The Subcontractor/Subcontractor personnel are traveling for pleasure or as sponsored by non-DOE/corporate interests to a DOE declared sensitive country and is in possession of a DOE security clearance or has held a DOE security clearance within the past five years or is currently being processed for a DOE security clearance.
- H. The Subcontractor/Subcontractor personnel are traveling to any country outside the United States to discuss a sensitive subject.
- I. The Subcontractor/Subcontractor personnel are traveling to any country outside the United States wherein that travel is sponsored, in part or in whole, by a foreign country.

8.0 MEDICAL SCREENING/MONITORING

- A. Buyer may at any time, require Subcontractor's personnel to undergo medical examinations including medical qualification and medical monitoring examinations before, during or after working on Site.
- B. Employee Job Task Analysis (EJTAs) are required for (1) workers who work on Site for more than 30 days in a 12-month period; or (2) workers who may be exposed to any of the chemical/physical hazardous exposures or anticipated work assignments identified in Appendix C, *Determining Contract Required Occupational Medical Examinations*, of [CPCC-PRO-SH-40078](#), *Contractor Safety Processes*. Workers who may be exposed to any of the chemical/physical hazardous exposures or anticipated work assignments identified in [CPCC-PRO-SH-40078](#) hazards are required to have an approved EJTA (and medical monitoring and qualification exams if determined to be required by the Hanford Site Occupational Medical Services Provider) prior to being assigned to tasks that could expose them to those hazards.
 - 1. If the EJTA identifies a worker requiring a medical qualification exam and the worker has a valid commercial qualification that is accepted by the Hanford Site Occupational Medical Services Provider, they are not required to obtain a second exam/qualification.
 - 2. Buyer's Medical/EJTA policy applies to Contractors at any tier doing work at the Site.

3. Work included in this policy consists of but is not necessarily limited to staff augmentation, design, erection, installation, assembly, demolition, or fabrication activities involved to create a new facility or to alter, add to, rehabilitate, dismantle, or remove an existing facility. It also includes the alteration and repair (including dredging, excavating, and painting) of buildings, structures, or other real property, as well as any construction, demolition, and excavation activities conducted as part of environmental restoration or remediation efforts.
4. Delivery persons, suppliers, landlords of leased Site space, utility providers, etc. may be excluded from this Medical/EJTA policy as permitted by 10 CFR 851.
 - i. Suppliers must engage at most in no more than tangential work on Site or at Site space leased for DOE work relating to delivery, installation or repair of their products. Examples of suppliers include but are not limited to Contractors delivering raw material (steel, concrete, gravel, etc.) or commercial products to the Site.
 - ii. Landlords of Site space leased by Buyer for DOE work are excluded from this policy as they provide a facility but do not perform work in furtherance of a DOE mission.
 - iii. Utility providers, such as power or communications providers that may have power or communications lines installed on Site operate under supply contracts rather than contracts for services.
- C. Subcontractors are required to draft the EJTA and submit to the BTR for review and further processing for each person who will be performing work on Site in anything more than a staff augmentation role. Subcontractors may locate a copy of the form and instructions on the Buyer's [Safety Reference Documents](#) webpage.
- D. The Subcontractor shall utilize the Hanford Site Occupational Medical Services Provider for medical examinations required for performance of this work scope. The Subcontractor shall use the Hanford Site Occupational Medical Services Provider for work related injury care, employee assistance program, and return to work evaluations. Hanford Fire Department ambulance service shall be used to provide urgent care and transportation while on Site.
- E. In the event Subcontractor's personnel are medically unable to safely perform the assigned work scope, the Subcontractor shall be responsible for providing an acceptable replacement as directed by the Buyer.
- F. The Subcontractor shall be charged a fee of \$500 per incident if Subcontractor personnel fail to appear at scheduled medical examination appointments, unless the appointment is cancelled at least 3 working days in advance.

8.1 BERYLLIUM OR RADIOACTIVE HAZARD EXPOSURE

In the event that performance of this Subcontract involves exposure to beryllium, radioactive or hazardous materials, work in radiological areas or other hazardous tasks, additional medical screening or related examinations are available to Subcontractor personnel after working on Site. Ensure personnel are provided information and access to the following websites for additional screening information: <http://www.orau.org/nssp/>, <http://www.btmed.org/default.cfm> and <https://www.hanford.gov/page.cfm/Beryllium>.

9.0 RADIATION PROTECTION

- A. The Subcontractor shall ensure that all personnel and other persons under its control comply with the requirements of Buyer's Radiological Control Manual and regulations pertaining to control of occupational radiation and/or contamination as set forth herein. Unless specified otherwise in the Subcontract the Buyer will provide the Occupational Radiation Protection Program. If the Contract involves work in areas that contain irradiated or contaminated equipment, the Subcontractor and its personnel shall be required to undergo a Buyer-provided orientation and appropriate radiological training.
- B. The Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Supporting documentation for each individual must be submitted prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its personnel shall submit to such a survey and, if necessary, decontamination procedures. If personnel are appropriately qualified, personnel may perform self-survey for radioactive contamination.

- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Site at any time during the period of performance of this Subcontract and before allowing any such equipment, tools or personal property to be brought onto the Site or before leaving the Site.
- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the Site or to leave the Site. If Subcontractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on Site through no fault or negligence of the Subcontractor, the buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the Subcontractor. In such instance, an equitable adjustment to the Subcontract may be made if not already addressed elsewhere in the Subcontract.
- F. The Subcontractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on Site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized state.
- G. This notification shall contain the off-Site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while on Site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR in writing when the source has been removed from the Site.
- H. Basic Dosimeter. Each Subcontractor and lower-tier subcontractor personnel may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued free of charge by Buyer Dosimetry. Dosimeters will be issued for the duration of the security badge or for the current calendar year. If a Contract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
 - 1. Dosimeters, which expire at the end of a calendar year, shall be returned by January 10 of the next calendar year.
 - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved Buyer procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
 - 3. All dosimeters shall be returned (1) on the last day of work, (2) on or before January 10 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.
- I. Radiological records generated by the Subcontractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Examples of such radiological records include radiological designs, procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. Buyer reserves right of inspection during performance of the work.
- J. Instruments not provided by the Buyer for use by the Subcontractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with procedures that meet the Buyer program requirements.
- K. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Subcontractor must be approved by the Buyer prior to use.
- L. Subcontractor Radiation Protection Compliance Evaluation
 - 1. The requirements in this clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Subcontractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the public (as defined in 10 CFR 835.2) to ionizing radiation during direct on Site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).

2. The Subcontractor shall: (1) comply with all requirements of Buyer's Radiological Control Manual and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with Buyer's Radiological Control Manual. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that Buyer's Radiological Control Manual requirements are understood and will be met.
3. When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the requirements of Buyer's Radiological Control Manual on any subcontractor which shall be involved in the performance of any of the work described in the first paragraph of this clause. Prior to performing any radiological activity, the Subcontractor's lower-tier subcontractor(s) shall certify that the requirements of Buyer's Radiological Control Manual are understood and that they will be met.
4. The Buyer reserves the right to verify the efficacy of implementing programs and the implementation of Buyer's Radiological Control Manual requirements at the Subcontractor's facility and/or lower-tier subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the Subcontract. Access to a lower-tier subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor. The Subcontractor shall, during the performance of this Subcontract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Subcontractor's program documents as necessary to maintain compliance with Buyer's Radiological Control Manual, which is subject to changes resulting from new or revised provisions of 10 CFR 835.
5. The Subcontractor, and any of its lower-tier subcontractors performing portions of the work covered by Buyer's Radiological Control Manual shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

10.0 SUBCONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS

If Subcontractor is required to furnish and bring on Site its own materials and/or tools, Subcontractor shall keep such materials and/or tools physically segregated from 1) any materials, tools, and/or other property furnished by the Government, and 2) any materials, tools, and/or other property acquired by the Subcontractor for which cost the Subcontractor is reimbursed by the Government.

11.0 SUBCONTRACTOR PROVIDED INSURANCE

- A. The Subcontractor shall procure at their own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Subcontractor shall ensure that lower-tier subcontractor agreements at least duplicate the insurance policies and coverage limits required of Subcontractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute.
 1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Subcontract.
 2. Commercial General Liability Insurance, including Employers Liability and Owner's and Contractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
 3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Subcontractor in connection with work to be performed under this Subcontract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Subcontractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.
 4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Subcontract.

5. The Subcontractor shall furnish Buyer with satisfactory evidence of Contractor Provided Insurance, unless waived in writing by Buyer, prior to commencing work to be performed under this Subcontract with the provision that at least thirty (30) days prior written notice be given to Buyer in the event of cancellation or material change. In addition, the following requirements apply: (1) coverage's evidenced by Contractor Provided Insurance policies shall be primary; (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer; and (3) Subcontractor shall name Buyer as an additional insured on all such applicable policies.
6. For construction contracts, Builder's Risk Insurance will also be required, covering loss or damage to material and equipment furnished by Buyer that are to be incorporated into a completed facility. Subcontractor shall be responsible for the payment of any applicable deductible (for each loss to such materials or equipment that are in the care, custody, or control of Subcontractor).

12.0 EMERGENCY SITUATIONS

- A. The DOE Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency exists at the Site. In the event that either the DOE-RL or DOE-ORP Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Subcontractor and lower-tier subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Subcontractor and lower-tier subcontractors throughout the duration of the emergency.
- B. The Subcontractor shall include this clause in all subcontracts at any tier for work performed at the Site.

13.0 STOP WORK RESPONSIBILITY

- A. All Buyer and Subcontractor personnel have the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal when they are convinced a situation exists which places themselves, their coworker(s), or the environment in danger. "Stop Work" is defined as stopping the specific task or activity that poses danger to human health and/or the environment.
- B. Any person who reasonably believes that their safety is in jeopardy or who is convinced a situation exists that places themselves, their coworker(s), or the environment in danger is expected to refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern resolved prior to participating in the work.
- C. All personnel are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then, to the supervisor or their designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
- D. Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- E. In the event of an Imminent Health and Safety Hazard; an activity could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Buyer official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Buyer management. The suspension or stop-work order should be promptly confirmed in writing by the Contract Specialist.

- F. In the event of an imminent danger in relation to a Buyer/Government facility safety envelope or a non-imminent health and safety hazard identified by the Subcontractor including Subcontractor line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the Subcontractor individual or group may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with the Buyer and DOE. Any written direction to stop operations shall be issued by the Contract Specialist pursuant to FAR 52.242-15 clause entitled, Stop Work Order.
- G. The BTR shall also be notified when a Stop Work affects the Subcontract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- H. The Subcontractor shall flow down the appropriate requirements of this clause to lower-tier subcontractors performing work on Site. Such subcontracts shall provide for the right to stop work under the conditions described herein.

14.0 TRAINING

- A. The Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification and certification requirements as required in the SOW and/or appropriate for the work to be performed.
- B. Site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work will be identified by the Buyer.
- C. All Subcontractor personnel who will be performing work on Site must complete or have completed within the past 12 months Buyer's orientation course #100099 or a version of Buyer's General Employee Training (CGET #000006) prior to being issued a badge or being allowed access to the Site. Office and administrative visits of less than 7 days will be allowed without this course, but access will be limited to office and administrative areas of the Site. This requirement applies even if Subcontractor personnel have a valid DOE badge issued by another site. This course can be completed prior to arriving to the Hanford via the Internet. Contact our training organization by sending an e-mail message to CPCCOCT@rl.gov for obtaining access instructions. If you do not complete this course prior to arrival on Site, you will have to complete this orientation course prior to receiving a Site badge. In addition, Subcontractor personnel performing duties requiring enrollment in the DOE Workplace Substance Abuse Program (WSAP) are required to complete WSAP training as established by DOE or its SSC. Employees performing WSAP duties complete course #080403, *Workplace Substance Abuse Policy and Testing* (Computer Based Training). Supervisors/managers of WSAP enrolled employees' complete course #080402, *Workplace Substance Abuse Policy and Testing* (In-Person Manager Briefing).
- D. The Subcontractor shall be charged a fee up to \$500 per incident if Subcontractor personnel fail to appear at scheduled training appointments, unless the appointment is cancelled at least 3 working days in advance.

15.0 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES

- A. Program implementation. The Subcontractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program. The Subcontractor's proposed program shall be submitted in writing to the Buyer's Contract Specialist within 10 days of Subcontract Award.
- B. Remedies. In addition to any other remedies available to the Buyer and Government, the Subcontractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Subcontractor subject to: the suspension of Subcontract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- C. Lower Tier-Subcontracts.
 - (1) The Subcontractor agrees to notify the Buyer reasonably in advance of, but not later than 30 days prior to, the award of any lower tier subcontracts the Subcontractor believes may be subject to the requirements of 10 CFR part 707.

- (2) The Subcontractor shall require all lower-tier subcontractors subject to the provisions of 10 CFR part 707 to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the lower-tier subcontract. The Subcontractor shall review and approve each lower-tier subcontractor's program and shall periodically monitor each lower-tier subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The Subcontractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707,

16.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)

Telecommunications and Hanford Local Area Network (HLAN) connectivity and support on the Site shall be acquired from the Buyer's preferred service provider unless approved in advance by the Buyer. This includes computing, network, radio and paging use, connectivity and integration.

17.0 EMPLOYEE CONCERNS

The Buyer Employee Concerns Program is available for use by all Contractor personnel working on Site for the reporting of issues or concerns related to environment, safety, health, quality, security, waste, abuse, corruption, criminal acts and mismanagement. The preferred path for resolving issues is through the Buyer project management when possible. Concerns can be made directly to the Employee Concerns Office at (509) 376-7160 or submitted anonymously by calling (509) 376-3999. Concerns may also be submitted in writing to the Employee Concerns Program office at 825 Jadwin Ave. Suite 586 Mail Stop A5-04.

18.0 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES

(a) To the extent Subcontractor is provided Government owned and/or Government leased vehicles for use in performance of this subcontract, the Subcontractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the Contract.
- (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
- (3) Comply with Federal, state, and local laws and regulations for the operation of motor vehicles.
- (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
- (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
- (6) Use seat belts while operating or riding in a government vehicle.
- (7) Do not use tobacco products while operating or riding in a government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers.
- (9) Do not engage in "text messaging" while operating a government vehicle, which includes those activities defined in the clause FAR 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
- (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(b) The Subcontractor shall:

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government or Buyer reimbursement, for using Government vehicles other than in the performance of the subcontract.

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

19.0 CLAUSES INCORPORATED BY REFERENCE

The following DEAR clauses are hereby incorporated by reference to this Contract. When included herein, text of the clause is provided for convenience only. Unless a revision is indicated, the full text of the clause as written in the regulation is invoked.

FAR/DEAR REFERENCE	CLAUSE TITLE
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)
DEAR 952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)
DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)