

**SPECIAL PROVISIONS – ON SITE SERVICES – STANDARD ES&H
SP-5B REV. 4 11/04/02**

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1.0 PREAMBLE

- A. These Special Provisions are requirements of any Contract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions, SP-5B, includes standard Environment, Safety and Health (ES&H) provisions, which apply to all companies and persons performing work on the Hanford Site or Buyer controlled premises. Compliance is mandatory, commensurate with the scope of the work to be performed. Contractor is obligated to

specifically address and reach agreement on all aspects of compliance with these provisions with the technical representative and/or the Buyer prior to commencing any work on site.

C. Specific attention is called to the following areas:

- Work shall be conducted in a safe manner.
- Employees shall be specifically trained, qualified, and/or certified per paragraph 2.6 of this provision, and remain current for all work to be performed throughout the duration of this Contract. All appropriate procedures and guidance documents will be complied with as required.
- In accordance with the Buyer's Fitness for Duty Policy (HNF-PRO-042) and DEAR 970.5223-4, *Workplace Substance Abuse Programs at DOE Sites (Month and Year TBE)*. (copies available upon request) all employees working on site are subject to testing for controlled substances at the request of the Buyer. When requested, the Contractor will have the employee tested and certified free of controlled substances, drugs or alcohol as requested by Buyer by a certified laboratory or the Buyer's facility. Sole proprietors must self certify and are subject to testing requirements as well.
- Steps shall be taken to minimize environmental impact of the work being done; hazardous materials used in performance and hazardous waste generated as a result.
- The PHMC employee concerns program is available for use by all subcontractor personnel working on-site for the reporting of issues/concerns related to safety, health, environmental protection, quality, security, or illegality. Issues should be raised through PHMC project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on-site. Concerns may also be submitted anonymously by calling 373-2273.

D. This Contract is awarded with the understanding that the goal of the Department of Energy and its Hanford Site Contractors is to establish and maintain a responsible and comprehensive program to assure that the Hanford Site is an environmentally acceptable installation and is operated in a safe and healthy manner. It is DOE policy to use its best efforts to provide funds or other resources necessary to achieve this purpose and to cooperate with its Contractors, with Federal and State agencies having an interest in environmental matters, to accomplish this goal.

E. No work to be performed under this Contract may begin until all requirements identified in the several sections of these Special Provisions as being required actions prior to start of work are met, unless specifically authorized in writing by Buyer or other person identified in the Authorized Personnel Clause (G03) identified in the body of this Contract.

F. Daily work schedules and facility operations are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.

G. Accordingly, BEFORE scheduling work, or arriving on site, the Contractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Buyer, and/or Buyer's Technical Representative (BTR).

H. The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc. which result from Contractor's failure to obtain a specific schedule in advance.

2.0 ES&H REQUIREMENTS

2.1 GENERAL

- A. For the purposes of this special provision,
1. The term **safety** encompasses environment, safety and health, including pollution prevention, waste minimization, and nuclear safety.
 2. The term **employee** includes both Contractor and subcontractor employees.
 3. The term **Contractor** refers to the company, person or organization performing work under this Contract. For FH contracting purposes, the term "contractor" generally refers to vendors, sellers and suppliers.
 4. The term **Buyer** shall mean the Contracting Officer or authorized Purchasing Agent representing the company issuing this Contract. The term "Buyer" may also be used to refer directly to the company or organization issuing this Contract.
 5. **Work** shall mean supplies, services, designs and vendor data provided by Contractor and its subcontractors and all work performed with respect thereto pursuant to this Contract.
- B. When performing work under this Contract, or any Task Order (TO) issued under this Contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall comply with, and assist the Buyer in complying with, ES&H requirements of all applicable laws, regulations and directives. The Buyer also has identified specific requirements applicable to this work scope in the specifications of this Contract. The Contractor shall meet all these requirements, including any additional requirements that the Contractor identifies. The Contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Contract. Where a conflict exists between regulations, requirements or standards, the Contractor shall bring the conflict to the attention of the Buyer, who shall resolve the conflict.
- C. Additionally, the Contractor and its lower tier subcontractors shall comply with applicable provisions of the Hanford Policies, Plans and Procedures contained in the Project Hanford Management System as identified by the Buyer in the specific scope of work. The Contractor and its lower tier subcontractors shall comply with the requirements of the DOE-RL Hanford Site Hoisting and Rigging Manual (DOE-RL-92-36), the PHMC Hazardous Energy Control Program (HNF-PRO-081), and the PHMC Radiological Control Manual (HNF-5173). Copies will be provided upon request.
- D. The Contractor shall promptly identify, evaluate and communicate to the Buyer any noncompliance with applicable ES&H requirements. If the Contractor fails to provide the necessary communication to Buyer or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Buyer may issue an order stopping work in whole or in part. Any stop work order issued by the Buyer under this provision (or issued by the Contractor to a subcontractor in accordance with 2.1.F of 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 Contractor 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. See Paragraph 10.0 for additional requirements regarding stop work and shutdown orders.
- E. The Contractor is responsible for compliance with the ES&H requirements applicable to this Contract regardless of whether the performer of the work is the Contractor or a lower tier subcontractor.

- F. The Contractor shall include a clause substantially the same as this provision in lower tier subcontracts involving work on site at a DOE-owned or DOE-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in 2.1.D of this provision.

2.2 SPECIFIC REQUIREMENT

(Unless superseded by specific requirements elsewhere in this Contract, the Contractor shall comply with the following minimum requirements:)

- A. Prior to commencing the on-site work, the Contractor shall identify a member of its staff as its "Designated Safety Representative." This individual shall have the authority and responsibility to identify and correct any unforeseen hazardous or unsafe conditions, acts or instances of noncompliance.
- B. The Contractor shall work with the Buyer's ES&H Representative to determine if medical examinations are required as a result of this work scope. The Contractor and the Buyer's ES&H Representative will document the determination of the need for medical examinations.
- C. The Contractor shall ensure that Industrial Hygiene (IH) exposure monitoring equipment brought to the site is calibrated, maintained, and operated in accordance with sound IH practices to ensure data obtained is legally and technically defensible. Contractor shall use the data collection forms provided by the Buyer (see 2.5.G below), and at the request of the Buyer's ES&H Representative, the Contractor shall provide any additional calibration and maintenance history for the equipment. The contractor shall assure that samples collected in airborne contamination areas are submitted to analytical laboratories, approved to accept such samples. Cost of replacement or decontamination of IH monitoring equipment that has been radiologically contaminated such that it cannot be released to the operator will be borne by the Contractor.
- D. Material Safety Data Sheets (MSDS) for hazardous chemicals (as defined by 29 CFR 1910.1200) which will be used during the work activity shall be provided to the Buyer's ES&H Representative. (See paragraph 3.0 HAZARDOUS MATERIALS/WASTE below.)
- E. While on the Hanford Site, the Contractor shall operate motor vehicles only on hard-surfaced or gravel roads unless prior approval is obtained from the Buyer. During high fire hazard periods, the Contractor shall adhere to all restrictions of off-road travel, which include, but are not limited too, 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.

2.3 REQUIRED NOTIFICATIONS

- A. The Contractor shall immediately notify the Buyer's ES&H Representative of any occupational injury, illness or any "Unusual Occurrence". See 2.5.E below for the definition of an Unusual Occurrence.
- B. The Contractor shall immediately notify the Buyer's ES&H Representative of any employee occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards) or harmful physical (e.g., noise, laser light, etc.) agents 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).
- C. The Contractor shall immediately notify the Buyer's ES&H Representative of any requests from or notifications to external agencies and/or regulators, required as a result of employee exposure.
- D. The Contractor shall immediately notify the Buyer's ES&H Representative, not less than 24 hours prior to bringing to the Hanford Site any equipment of the type indicated below so that the Buyer may arrange for a safety check, if desired. Equipment on which the Buyer may perform a safety check includes, but is not limited to, the following:
1. Cranes, derricks, hoists and manlifts.
 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. Power actuated tools.
- E. Contractor shall provide the following documents 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).
- F. Equipment presented for inspection shall have all required protective equipment installed when inspected. Warnings and postings shall also be in place.

2.4 INVESTIGATION SUPPORT

- A. The Contractor shall cooperate in the conduct of accident investigations, including submission of a comprehensive report of any accident that results in a fatality, and shall cooperate as appropriate in the conduct of investigations relating to OSHA recordable injuries/illnesses and property damage.
- B. Equipment involved in an accident resulting in an immediate or probable fatality, or serious injury, shall not be moved until a representative of the Buyer Safety Department 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.

2.5 REPORTING AND RECORD KEEPING

- A. If the Contractor's on-site workforce includes 10 or more employees, or if Contractor's work involves the use of equipment as listed in 2.3.D above, Contractor shall maintain a log and summary of all OSHA recordable occupational injuries and illnesses. For this purpose, OSHA Form Number 300, or an equivalent, shall be used. The log and summary shall be completed in the detail provided in the Form and instructions on OSHA Form Number 300, in compliance with Occupational Safety and Health Standards 29 CFR 1904.
- B. The Contractor shall assure all of its employees who experience an injury or illness while performing work on the Hanford Site, or in connection with work performed for Buyer at any DOE-owned or leased facility, report immediately to supervision to assure evaluation, proper treatment, and injury/illness documentation.
- C. The Contractor shall report monthly to the Buyer's ES&H Representative all first aid cases and injuries/illnesses in connection with work performed on the Hanford Site. The report shall identify the Contractor's name, Contract number, and total number of personnel and man-hours worked by the Contractor on-site during the month.
- D. In addition to monthly reporting, if Contractor's on-site work force includes 10 or more employees, the Contractor shall submit to Buyer's ES&H Representative by the fifth (5) working day following each calendar quarter, a report on OSHA Form Number 300, or equivalent, covering all OSHA recordable injuries or illnesses in connection with work performed for Buyer at a DOE owned or leased facility which occurred during the previous calendar quarter. The report shall identify the Contractor's name, Contract number, and total number of personnel and man-hours worked by the Contractor during the quarter.

- E. The Contractor shall immediately notify the Buyer's ES&H Representative of any occupational injury, illness or any "Unusual Occurrence". An Unusual Occurrence is any deviation from the planned or projected behavior or course of events in connection with any operation if the deviation has safety, health or environmental protection significance.
- F. The Contractor shall report all property damage to or losses of DOE owned or leased property to the Buyer, regardless of cause.
- G. The Contractor shall provide the Buyer's ES&H Representative, copies of all employee occupational exposure records. Employee occupational exposure records include workplace monitoring or measuring of a toxic substance or harmful physical agent including personal, area, grab, wipe or other forms of sampling, as well as, related collection and analytical methodologies, calculations and other background data relevant to interpretation of the results. The Buyer shall provide the Contractor the appropriate exposure data collection forms. Title to employee occupational exposure records shall be vested in DOE.

2.6 SITEWIDE QUALIFICATION AND TRAINING PLAN

In order to provide consistency on the Hanford Site, the Contractor shall ensure that its personnel meet and maintain the appropriate training, qualification and certification requirements. Hanford site-specific training requirements to safely perform this work will be identified by the Buyer, in accordance with the PHMC Site-wide Qualification and Training Plan, HNF-MP-011. The Contractor shall ensure that training requirements are identified and understood prior to initiating work under this Contract.

3.0 HAZARDOUS MATERIALS/WASTE

- A. Hazardous materials used and hazardous waste generated onsite by the Contractor 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 Project Hanford Policies and Procedures; and (3) Contractor'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 onsite and require product substitution of less hazardous or non-regulated materials. Contractor shall minimize waste generation as is practicable, and report the results of such efforts to Buyer's Technical Representative.
- B. Contractor shall supply a list of, and Material Safety Data Sheets (MSDS) for, all hazardous materials brought onsite. Contractor shall keep the list current, and shall provide the list to Buyer's Technical Representative 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 onsite, types of containers, and locations of storage) to Buyer and Buyer's Technical Representative. Contractor also shall make available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.
- C. Contractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (1) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (2) applicable Project Hanford Policies and Procedures. Notwithstanding this provision, Buyer or its agent can assume responsibility for remediation at its election.

4.0 SECURITY

(The Contractor shall comply with the following security instructions and requirements).

4.1 BADGE REQUIREMENTS

(This requirement is a flow-down to all lower Tier subcontractors.)

- A. Any person assigned to work in a Protected; Limited or Property Protection Area or any Buyer facility shall be required to wear a security badge identifying himself/herself. If any such persons are foreign nationals, special procedures shall apply when applying for and receiving a security badge. Contractor shall comply with all badging requirements and procedures as directed by the Buyer Technical Representative, if one is designated in the Contract, or the Buyer responsible for administering the Contract. 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 in conjunction with the security badge. [Ref. DOE Order 5632.1C, "Protection and Control of Safeguards and Security Interests"]
- B. Badging for more than seven (7) days requires Contractor employees to complete Hanford General Employee Training (HGET). Buyer will provide HGET except in special circumstances.
- C. Badges will be issued by Buyer Security at location(s) and according to schedules provided by the Buyer. Contractor 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 employee(s) first require the badge(s) for work performance. Each Contractor employee requiring a badge must appear in person with photo identification (e.g., valid driver's license) to identify himself/herself to obtain a badge. [Buyer Central Badging Office hours are normally 7:00AM through 4:30PM, Monday through Thursday, and 7:00AM through 3:30PM on Friday].
- D. If a Contractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office. If badge is stolen, immediately report it to Hanford Patrol.
- E. Dosimeters will be issued by PNNL Dosimetry, located adjacent to the Central Badging Office. Lost dosimeters must be reported to that office.
- F. Upon termination of employment or completion of the Contractor's work, and before final payment shall be made, all badges and dosimeters issued to Contractor employees shall be returned to the issuing office. Buyer will charge Contractor \$100 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Contractor. Refund of charges, previously collected for badges and/or dosimeters subsequently found will not be made after the date of final payment to the Contractor.

4.2 ESCORT REQUIREMENTS

All Contractor employees assigned to perform work in a Material Access Area (MAA) within a Protected Area will be required to be escorted at all times by a Buyer employee possessing a "Q" clearance with the Protected Area access symbol on their badge. Access within the "yard" portion (only) of the Protected Area requires escort at all times by a Buyer employee possessing either a "Q" or "L" clearance with the Protected Area access symbol on their badge. Access into any Limited Area will require escort by a Buyer employee possessing a "Q" or "L" clearance. Buyer shall inform the Contractor when an escort is required and shall make the necessary arrangement for escorts.

4.3 PROHIBITED ARTICLES

- A. Contractor's employees shall not personally carry, or otherwise transport or transfer, certain items of personal property onto the Hanford site or any DOE-owned or leased facility on which the Contractor is performing work under this Contract.
 - 1. The following categories of items are normally prohibited from work locations anywhere on the Hanford Site or in Site-associated facilities:

- a. Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices, which could cause damage or personal injury.
 - b. Controlled substances, drug paraphernalia, alcoholic beverages (including "near" and "non-alcoholic" beer).
 - c. Pets and animals – except for guide dogs.
2. In addition to the items listed above, the following items of privately owned property are prohibited within Exclusion, Limited, and Protected Areas:
- a. Radio transmitters and cellular telephones.
 - b. Computers and associated media.
 - c. Recording equipment (audio, video, and data).
 - d. Cameras (still, motion picture, video).
 - e. Electronic equipment with a data exchange port capable of being connected to automated information system equipment, e.g., Palm Pilot.

NOTE: Both privately owned and government owned electronic equipment with a data exchange port capable of being connected to automated information system equipment are prohibited in rooms containing classified information systems.

3. Personal protective sprays are prohibited within Protected Areas.
- B. If Contractor, or any of its employees needs any kind of prohibited item, to meet a requirement of this Contract, Contractor shall contact Buyer for guidance in acquiring the necessary pass.
- C. Contractor's employees and their vehicles, packages, or other types of containers may be subject to a search for prohibited articles at any time while performing work on/in any of the types of Hanford Site or Site-associated facilities indicated above.

4.4 NOTIFICATION OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE

- A. Contractor shall immediately notify Buyer, in detail, if any of the following factors apply:
1. If a foreign interest owns or has beneficial ownership in 5% or more of Contractor's company's (companies') voting securities, or has management positions such as directors, officers or executives in your company, or is in a position to control or influence the election, appointment or tenure of said management positions, or participates as interlocking directors;
 2. If Contractor's company owns 10% or more of any foreign interest;
 3. If Contractor's company is indebted to or derives income from any foreign interest;
 4. If Contractor's company has any contracts, binding agreements, understandings, or arrangements with foreign interest(s) that cumulatively represent 10% or more of your gross income;
 5. If 5% or more of any class of Contractor's company's (companies') securities are held by any method which does not disclose beneficial owner of equitable title;

6. If there are any citizens of foreign countries employed by, or who may visit Contractor's offices or facilities which permit them access to classified information or special nuclear material;
 7. If Contractor's company has any foreign involvement not otherwise covered in the above questions.
- B. Following submission of such notice, an evaluation of Contractor's ownership and control situation shall be made, the results of which may require Buyer to negotiate suitable methods of controlling foreign influence relative to work being performed under this Contract, or may cause Buyer to terminate the Contract for the convenience of Buyer.

4.5 PERSONNEL QUALIFICATIONS

- A. If work to be performed under this Contract requires Contractor personnel to acquire, or be granted, security clearances, 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. Verification of high school degree/diploma or degree/diploma granted by an institution of higher learning within the last 5 years;
 4. Personal references;
 5. Employers for the past 3 years (excluding employment of less than 60 days duration, part-time employment's, and craft/union employment's); and
 6. Local law enforcement checks when state or local law, statute, or regulation does not prohibit such checks.
- B. When a security clearance will be required, the applicant's job qualifications and suitability must 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.
- C. 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.
- D. Contractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies.

4.6 MATTERS OF COUNTERINTELLIGENCE CONCERN

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

- A. Any and all Contractor/Contractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Contractors 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 Contractor/Contractor employee(s) 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 Contractor/Contractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
- D. The Contractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Contractor is intending to host a meeting for any US-DOE/Hanford 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 Contractor/Contractor employee(s) is traveling, to a DOE declared sensitive country, on official DOE sponsored travel, regardless of clearance level.
- G. The Contractor/Contractor employee(s) is traveling for pleasure or as sponsored by non-DOE/corporate interests to a DOE declared sensitive country and is in possession of a U.S. DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Contractor/Contractor employee(s) is traveling to any country outside the United States to discuss a sensitive subject.
- I. The Contractor/Contractor employee(s) is traveling to any country outside the United States wherein that travel is sponsored, in part or in whole, by a foreign country.

5.0 MEDICAL

- A. Buyer may require Contractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations at Buyer's expense. The need for medical examinations will be determined based on the documented evaluations by the Contractor and the Buyer's Occupational Safety and Health Representative. The Hanford Site Occupational Medical Contractor shall perform all medical examinations required for performance of this work scope. (Also see Paragraph 2.0, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution and 2.2.2, under Specific Requirements).
- B. In the event the Medical Contractor determines that the Contractor employee is medically unable to safely perform the assigned workscope, the Contractor shall be responsible for reassigning the employee or providing the appropriate accommodations.
- C. In the event that efforts under this Contract involve work in radiation zones or result in routine exposure to radioactive materials, medical related examinations may be required before, during and after the work. Buyer shall provide such medical examinations at no cost to the Contractor.
- D. Individual occupational radiation exposure records generated in the performance of work under this Contract shall be subject to inspection by Buyer and shall be preserved by the Contractor until disposal is authorized by Buyer. At Buyer's option, the Contractor shall deliver such records to Buyer at the completion of the Contract. Title to such records shall vest in DOE. Contractor may retain copies of any such records.

6.0 RADIATION PROTECTION

- A. Contractor shall ensure that all employees and other persons under its control comply with the requirements of the PHMC Radiological Control Manual (HNF-5173) and regulations pertaining to control of radiation and/or contamination as set forth herein. If the Contract involves work in areas that contain irradiated or contaminated equipment, Contractor and its employees shall be required to undergo a Buyer-provided orientation.

- B. Contractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities.
- C. Buyer's policy is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Contractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination. Buyer shall conduct radiological surveys on equipment, tools, and other personal property brought into such areas or approve Contractor procedures used for material or personal property. Buyer shall decontaminate, destroy or dispose of contaminated property. An equitable adjustment in the Contract price shall be made for all work performed by the Contractor at the direction of Buyer in connection with decontamination, destruction, or disposition of Contractor's equipment.
- D. The Contractor shall notify the Cognizant Radiological Control Organization of the area where the source will be used in writing, prior to bringing a radioactive source, radiation generating device or radiation monitoring instrumentation that utilizes a radioactive source as a check source, "Keep Alive" source or stabilization seeds on-site. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose, whether the source is shielded or unshielded, the location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Contractor will also notify the Source Control Office in writing when the source has been removed from the Hanford Site.
- E. Basic Dosimeter. Each employee of the Contractor and subcontractors may be issued a basic dosimeter for performance of the work under this Contract. Dosimeters are issued free of charge by PNNL Dosimetry, adjacent to the Central Badging Office. Dosimeters will be issued for the duration of a specific contract or for the current calendar year. If a contract performance period extends beyond the last Friday of the current calendar year, a new dosimeter must be obtained before that date.
1. Dosimeters, which expire at the end of a calendar year, must be returned by January 15 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 Contractor agrees to comply with approved site procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
 3. All dosimeters must be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Contract, whichever is earliest.
- F. All radiological survey documentation and individual occupational radiation exposure records generated in the performance of work under this Contract shall be maintained and preserved by the Buyer. Such records are subject to inspection by DOE, to which ownership of such records may eventually be transferred.
- G. Instruments used by the Contractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with approved procedures.

NOTE: The provision identified in paragraph 6.0.H below is applicable to the Request for Proposal and Paragraph 6.I below is applicable to the resulting Contract.

- H. Pre-Award Radiation Protection Program Submittal and Survey
1. The requirements in this clause apply to any radiological activity carried out on behalf of DOE and the Buyer by the Contractor 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 Offeror shall certify that the requirements of the Buyer's Radiation Protection Program (RPP) are understood and will be met. The Buyer's RPP implements the requirements of 10 CFR 835, "Occupational Radiation Protection". The Offeror shall submit any current implementing program documents (such as administrative controls, procedures, and technical work documents) that address the radiation protection program requirements identified herein.
3. If, during the award process, Buyer's Radiation Protection Program (RPP) requirements or program elements are revised, they will be updated and offerors will be permitted the opportunity to revise their proposals to make them current and resubmit them to the Buyer with their proposals. If the Offeror's program documents have been previously certified as being consistent with the current Buyer's RPP requirements, and have not changed since such certification, a statement to this effect may be submitted with its proposal in lieu of a certification.
4. The Buyer reserves the right to evaluate compliance of all offers to RPP requirements prior to award, which may include verification of implementation at the Offeror's facilities. If a change to program documents is required, it will be identified to the Offeror for resolution prior to award of a Contract. Deficiencies or inadequacies with implementing RPP requirements may be used as the basis to deny award of a Contract.

I. Post-Award Contractor Radiation Protection Compliance Evaluation

1. The requirements in this Clause apply to any radiological activity carried out on behalf of DOE and the Buyer by the Contractor 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 Contractor shall: (1) comply with all requirements of the Buyer's Radiation Protection Program (RPP) which implements the requirements of 10 CFR 835, "Occupational Radiation Protection." and (2) shall implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with the Buyer's RPP. The Contractor's program is subject to review at all times by the Buyer. If the Contractor's radiation protection program is based on a standard other than that defined in the solicitation, it may be acceptable to the Buyer if it complies, at a minimum, with all of the requirements listed in the Buyer's RPP. The Contractor's certification in response to the Solicitation shall signify that requirements of the Buyer's RPP are understood and will be met.
3. When subcontracting any portion of this Contract, the Contractor is required to invoke the requirements of the Buyer's RPP 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 Contractor's subcontractor(s) shall certify that the requirements of the Buyer's RPP 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 RPP requirements at the Contractor's facility and/or Subcontractor's facility to ensure compliance with the Buyer's RPP and with 10 CFR 835. Access to a subcontractor's facility shall be requested through the Contractor and verification may be performed jointly with the Contractor. The Contractor shall, during the performance of this Contract, 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 Contractor's program documents as necessary to

maintain compliance with the Buyer's RPP, which is subject to changes resulting from new or revised provisions of 10 CFR 835.

5. The Contractor, and any of its subcontractors performing portions of the work covered by the Buyer's RPP and/or Contractor's radiological Control Program, shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other radiological areas, as defined in the most current edition of the Hanford Site Radiological Control Manual, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

7.0 CONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS

If Contractor is required to furnish, and bring on the Hanford Site, its own materials and/or tools, Contractor shall contact Buyer prior to coming onto the Hanford Site and identify the specific items to be brought on site. Buyer shall arrange for a property pass to be issued by Buyer to the Contractor. The property pass must be issued before Contractor, or its employees may bring non-government owned property onto the Hanford Site or to take such property off the site. See paragraph 4.3 for handling of prohibited articles.

8.0 INSURANCE

8.1 CONTRACTOR PROVIDED INSURANCE

- A. Contractor shall procure at his/her own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Contractor shall ensure that subcontractor agreements at least duplicate the insurance policies and coverage limits required of Contractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute. Contractor agrees to provide an insurance certificate identifying the types and limits of coverage, carrier name, policy numbers, named insured, additional insured(s), waiver of subrogation, PHMC Contract Number, and Buyer name.
 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 Contract.
 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 Contractor in connection with work to be performed under this Contract 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, Contractor 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 Contract.
 5. Contractor 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 Contract 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 Government; and (3) Contractor shall name Buyer and Government additional insureds on all such applicable policies.

8.2 BUYER PROVIDED INSURANCE

- A. Buyer shall procure at its own expense and maintain the insurance policies and coverage limits described below for the benefit of designated contractors performing work only on the Project Site. (A copy of the coverage limits and policies is available upon request.)
1. Commercial General Liability Insurance, including Employers Liability, with a combined single limit of \$20,000,000 per occurrence and \$20,000,000 annual aggregate for bodily injury (including death), property damage, products and completed operations for five years after policy expiration, and remediation costs arising from non-nuclear pollution.
 2. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Contractor in connection with work to be performed only on the Project Site under this Contract with a combined single limit of \$20,000,000 per occurrence and \$20,000,000 annual aggregate for bodily injury (including death) and property damage.
 3. Coverage evidenced by Buyer Provided Insurance shall be secondary unless Buyer waives in writing Contractor Provided Insurance. Any deductible associated with Contractor Provided Insurance or Buyer Provided Insurance is the responsibility of Contractor.

9.0 EMERGENCY CLAUSE

- A. The DOE RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the DOE RL Manager or designee determines such an emergency exists, the DOE RL Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The DOE RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- B. The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

10.0 SHUTDOWN AUTHORIZATION

- A. Every employee on the site has the responsibility and authority to stop work immediately when they are convinced an "imminent danger" situation exists. Imminent danger is defined by OSHA as: "any condition or practice which could reasonably be expected to cause death or serious physical harm..."
1. Employees 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 his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
 2. Any employee who reasonably believes that his/her safety is in jeopardy or an assigned task poses a risk of "imminent 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.
 3. In the event an imminent environmental, health, or safety hazard is identified, the individual or group that identified the hazard shall coordinate with an appropriate Contractor official, who will direct, broader shutdown actions or other actions, as required. Such mitigating actions should subsequently be coordinated with the Buyer, who will further coordinate with higher authority as appropriate. The Contractor shall promptly confirm the shutdown in writing to the Buyer.

- B. In the event a non-imminent environmental, health, or safety hazard is identified, the individual or group identifying the potential environmental, health or safety hazard may recommend corrective action or facility shutdown. However, the recommendation must be coordinated with Buyer management at the facility. Any written direction to shutdown operations will be issued in coordination with the Buyer.
- C. After shutdown, an operation or facility may become operational only after receiving written authorization from the Buyer.
- D. The Contractor shall provide for the flow-down of appropriate requirements of this clause to subcontractors performing work on-site at a DOE-owned or leased facility. Such subcontracts shall provide for the right to stop work under the conditions described herein.

11.0 FEDERAL ACQUISITION CLAUSES

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (MONTH AND YEAR TBE)

- A. **Program Implementation.** The Contractor 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.
- B. **Remedies.** In addition to any other remedies available to Buyer, the Contractor'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 Contractor subject to: the suspension of Contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- C. **Subcontracts.**
 - 1. The Contractor agrees to notify Buyer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707.
 - 2. The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree 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 subcontract. The Buyer shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
 - 3. The Contractor agrees to include, and require that 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.

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (MONTH AND YEAR TBE)

- A. The Contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
- B. The Contractor shall insert or have inserted the substance of this Clause including this paragraph (B) in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS--MANAGEMENT AND OPERATING CONTRACTS (MONTH AND YEAR TBE)

When negotiating collective bargaining agreements applicable to the work force under this Contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for protective services or other services performed on the DOE-owned site, which will affect the continuity of operation of the facility.