



# Hanford Mission Integration Solutions Provisions

## SPECIAL PROVISIONS 5 – ON-SITE SERVICES

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## 1.0 DEFINITIONS

Whenever used in this Subcontract, the following definitions shall be applicable unless the content indicates otherwise.

1. “ES&H” shall mean environment, safety, and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
2. “Employee” shall mean both Subcontractor and its lower-tier subcontractor employees.
3. “Work” shall mean supplies, services, designs, and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
4. “Radiological Work” shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas, or Airborne Radioactivity Areas. 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 the Contract Specialist or Buyer’s Technical Representative (BTR).
5. “Site” or “On-Site” shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

## 2.0 GENERAL

- 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 companies and personnel assigned to work on the Hanford site in performance of this Hanford Mission Integration Solutions (HMIS) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.



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- 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, and 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.

### 3.0 SAFETY AND QUALITY STANDARDS

#### 3.1. Safety

- A. The Subcontractor and its lower-tier subcontractors shall perform work on the Hanford Site in accordance with the Buyer's DOE approved Worker Safety and Health Program (HMIS-PLN-WP-33219, 10 CFR 851 HMEESC Worker Safety and Health Program Description), Safety and Health Procedures, and applicable Site-wide Safety Programs or the subcontractor shall submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE.
- B. Buyer's Safety and Health Procedures are available on the internet at <http://www.hanford.gov/pmm/page.cfm/Construction>. The documents on this site are kept current and are readily available for Subcontractor and lower-tier subcontractor use.
- C. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:
  - 1. Thoroughly review the defined scope of work;
  - 2. Identify hazards and ES&H 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.



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- D. Subcontractor shall flow down ESH&Q requirements to the lowest tier subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.
- E. Subcontractor and its lower-tier subcontractors shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and of members of the public. Subcontractor and its lower-tier subcontractors shall be responsible to comply, without additional expense to the Buyer, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.
- F. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- G. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying Buyer if the work exposes their workers to hazards that require exposure assessment, medical examinations, or training.
- H. Subcontractors and its lower-tier subcontractors shall be responsible to complete an Employee Job Task Analysis (EJTA) in accordance with HMIS-PRO-WP-11058 for any of the following situations:
  - 1. For any subcontractor employee who will be on the Hanford Site for more than 30 days in a year.
  - 2. For any subcontractor employee who may potentially be exposed to hazards (e.g. radiological, beryllium, hazardous wastes, noise) while performing in accordance with the subcontract statement of work.
  - 3. For any subcontractor employee enrolled in a medical or exposure monitoring program required by 10 CFR 851, and/or any other applicable federal, state, or local regulation or other obligation.
- I. Subcontractor and its lower-tier subcontractors shall use the Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations and the Hanford Fire Department or Richland Fire Department (depending on location of incident) for ambulance service for urgent medical situations requiring care and transport.
- J. Subcontractor shall ensure employees and lower-tier subcontractor employees have received the identified safety-related training as required by HMIS safety and health procedures.



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- K. Specific health and safety requirements for the execution of the scope of work described in this document will be stipulated in the Buyer's Site-specific Health and Safety Plans, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA) and Radiological Work Permits, as applicable. The Buyer's safety and health requirements will be communicated to the Subcontractor through HGET, facility-specific training and orientation, and pre-job briefings. A pre-job safety meeting, including any personnel associated with the field work, will be held before the performance of field work.
- L. The Subcontractor shall prepare a Job Hazard Analysis (JHA) as required by and in accordance with the requirements specified in HMIS-PRO-WP-079. The Subcontractor will participate in the JHA/AJHA process, and will comply with the requirements specified within any JHA document (e.g.; AJHA, JSA, Work Order, etc.) associated with the Subcontractor's description/scope of work. All applicable JHAs shall be reviewed and approved by the Contracting Officer and provided for review to all Subcontractor personnel before the initiation of field activities.
- M. The Subcontractor will supply all appropriate personal protective equipment (PPE) needed by Subcontractor personnel. Safety Glasses with side shields, hard hats, and substantial footwear (i.e., no open-toed or open-heel shoes, no sandals) shall be worn when working on or near the designated work area.
- N. The Subcontractor shall immediately notify the BTR and the Contract Specialist of any injuries or incidents including damage to Subcontractor-owned property or equipment.
- O. The Subcontractor shall provide Buyer with a copy of all reports made to government agencies or insurance companies relating to jobsite accidents and injuries.

### 3.2. Shipment Safety

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head, or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe conditions or practices. All Subcontractors are responsible for ensuring that they



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and all lower-tier subcontractors have the appropriate DOT certificates, paperwork, and signage.

### 3.3. Shipment Notification

- A. Subcontractor and/or any lower-tier subcontractor shall notify Energy Northwest seven (7) days in advance (1) of movement of “common” explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.
- B. For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.
  - 1. Additional Security Measures to be implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:
    - i. Verify and document that site security plans require drivers entering the facility for loading/unloading of shipments to sign in at the security gate and be escorted to the loading/unloading location unless a security badge has been issued.
    - ii. Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.
    - iii. Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation’s Security Sensitive Visits.
    - iv. Obtain copies of documentation from the carriers that all drivers are citizens of the United States.
    - v. Verify the drivers have a Commercial Driver’s License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.
    - vi. Verify the drivers have a Commercial Driver’s License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.



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- vii. Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.
  - viii. Require security staff to perform and document per-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.  
***NOTE:** DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.*
  - ix. Provide the drivers a briefing and a copy of written instructions regarding en route shipment security measures to be taken. Ensure the drivers can read and understand the instructions provided and have the driver sign a copy of the instructions. Attach signed and dated copy of the instructions to the shipment documentation to be kept on file.
  - x. Request consignee notification of receipt of shipments.
2. Additional security measures to be implemented for rail carriers transporting radioactive material/waste shipments:
- i. Obtain a copy of the rail carrier's security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.
  - ii. Implement a mechanism to be notified by the carrier should cars/train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information
  - iii. Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.
  - iv. Verify and document the rail carrier has a communication system (through central dispatch consignee notification of arrival cars/trains).



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- v. Request consignee notification of arrival of cars/trains.

### 4.0 MATERIALS AND EQUIPMENT PROTECTIONS OF MATERIALS, EQUIPMENT, AND WORK

- A. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, preserve and protect material and equipment used by Subcontractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance, or other similar casualty.
- B. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, protect from damage due to Subcontractor's operations, equipment, and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, Buyer, or others.
- C. Neither Buyer or the Government shall be responsible for any loss suffered by Subcontractor or damage to the work, or to materials, tools and equipment of Subcontractor or of any other Subcontractor, and Subcontractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Buyer or the Government.

#### 4.1. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements

- A. Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Buyer.
- B. Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If Subcontractor fails or refuses to repair the damage promptly, Buyer may have the necessary work performed and charge the cost to Subcontractor.



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### 5.0 CHANGES

- A. At all times during the course of the work, Subcontractor shall provide at the jobsite a qualified, competent, and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Subcontractor and directions given to him shall be binding on Subcontractor. Upon Buyer written request, Subcontractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Subcontractor in all matters pertaining to the work and this Subcontract. Subcontractor shall furnish Buyer a copy of the authorization. Subcontractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- B. Any employee of Subcontractor deemed by Buyer, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Buyer request and shall be promptly replaced by Subcontractor at no extra expense to Buyer. Subcontractor shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- C. If requested by Buyer, Subcontractor shall furnish it with the names and addresses of Subcontractor's lower-tier Subcontractors, field employees of Subcontractor and its lower-tier Subcontractors, and others who have performed or are performing the work hereunder.

#### 5.1. Labor Harmony

Subcontractor agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other subcontractors. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, Subcontractor shall immediately give notice thereof including all relevant information to Buyer.

#### 5.2. Work Rules

Subcontractor shall comply strictly with Buyer and the Government's rules governing the conduct of Subcontractor and Subcontractor's employees, agents, and Subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents, and Subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.



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### 5.3. Confidential and Controlled Use Information

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or information relating to national security of considerable value to Buyer and the Government.
- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.
- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent,



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trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.

- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the *Privacy Act of 1974* (5 U.S.C. 552a); provisions of the *Fair Credit Reporting Act* (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

### 6.0 SECURITY PERSONNEL QUALIFICATIONS

Subcontractor and all lower tier subcontractors shall comply with the following security instructions and requirements:

- A. Subcontractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies. If the work to be performed under this Subcontract requires Subcontractor personnel to acquire site access, Subcontractor is responsible for determining employee suitability prior to making a request for site access, including citizenship.
- B. Subcontractor, by requesting site access for Subcontractor or lower-tier subcontractor personnel, hereby accepts complete responsibility for all conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims, or controversies arising from badge issuance and for breach of this clause.

#### 6.1. Badge Requirements

- A. Requests by an authorized representative of the Subcontractor for access to the Hanford Site or any Buyer controlled facility or access to a Federal Information system will only be considered when a valid business reason exists. Access may be denied or revoked by the Buyer or DOE at any time.
- B. Foreign national access - a special review and approval process is required before site access might be granted to a foreign national (a non-U.S. citizen). Foreign nationals will not be badged until the process is complete. Site hosts are responsible for ensuring that citizenship determinations are complete.
- C. Any person granted access shall be required to wear a Buyer-issued security badge identifying him/her. 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. The identification badge



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must be protected from loss or theft and shall not be stored in an unlocked unattended vehicle. The identification badge integrity must be protected by ensuring the badge is not altered, photocopied, counterfeited, reproduced, and/or photographed.

- D. Guests visiting for longer than seven (7) days, or any Subcontractor employee performing work on the Hanford Site requires him or her to complete, or have completed within the past 12 months, the HMIS orientation course or a version of Hanford General Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Buyer will provide HGET except in special circumstances. Subcontractor employee must be current with minimum site access training requirements to be issued a security badge.
- E. 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 employee(s) first require the badge(s) for work performance. Each Subcontractor employee requiring a badge shall appear in person and present identification compliant with the Federal Government's REAL ID Act. A list of REAL ID Act compliant identification credentials can be found at [http://www.hanford.gov/files.cfm/Hanford\\_Badge\\_Real\\_ID\\_fact\\_sheet.pdf](http://www.hanford.gov/files.cfm/Hanford_Badge_Real_ID_fact_sheet.pdf).
- F. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office at 509-376-3000. If badge is stolen, immediately report it to Hanford Patrol at 509-376-3800, the Central Badging Office, and local law enforcement (a police report number will need to be obtained).
- G. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges (including any PIV Badges issued by DOE-Hanford) and dosimeters issued to Subcontractor employees shall be returned to Central Badging and HMIS Dosimetry, respectively. Buyer may charge Subcontractor \$1,000.00 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges will not be made after the date of final payment to Subcontractor for previously collected badges and/or dosimeters subsequently found.



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### 6.2. Unclassified Computer Security Requirements

- A. When made available by the Buyer as part of this Subcontract, Buyer's telecommunications and computer systems may be used only in performance of this Subcontract. Subcontractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.
- B. When authorized to connect Subcontractor owned computers to HLAN, Subcontractor will:
  - 1. Identify a single contact responsible for coordinating appropriate controls with the Project Hanford Management Subcontract (HMESC) Computer Protection Program Manager (CPPM).
  - 2. Obtain approval from the CPPM prior to making any connections.
  - 3. Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved mean.
  - 4. Allow Buyer unrestricted access to those computers for periodic inspection and to verify that all "data in all forms" is erased prior to final payment on the Subcontract (41 CFR 109-43).

### 6.3. Clearances & Security Qualification

- A. Subcontractor may be required to perform work in designated security areas or work with documents or information that may require an access authorization (clearance). Additionally, the scope of the work may require enrollment into the Human Reliability Program (see 10 CFR Part 712). Subcontractor shall ensure that personnel assigned under this Subcontract and working with classified information, matter, and/or materials possess a DOE "Q" or "L" access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.
- B. Individuals that do not require a "Q" or "L" clearance will possess either a Local Site Specific Only badge or/and HSPD-12 badge. The Subcontractor shall not propose non-U.S. citizens for positions requiring security clearances (Clearance-Access authorizations are granted by the DOE pursuant to 10 CFR Part 710, *Criteria and Procedures for Determining Eligibility for Access to Classified Matter or Special Nuclear Material*). Security badges must be worn properly while working at DOE facilities.



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- C. Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. Uncleared personnel requiring access to security areas where security clearances are needed for unescorted access shall be escorted in these areas by approved escorts.
- D. Subcontractor shall conduct pre-employment screening of prospective employees in order to ensure trustworthiness and reliability. Pre-employment screening shall include, as a minimum, verification of personal identity, previous employment, and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees that do not have a “Q” or “L” clearance.
- E. Requests for access authorization shall not be submitted until the Subcontract has been awarded, and a favorable Foreign Ownership, Control, or Influence determination must be rendered by DOE and Buyer before an access authorization will be granted, reinstated, continued, extended, or transferred for employees or prospective employees on the contract.
- F. Subcontractor shall turn in badges for employees: (1) who are no longer working on the Subcontract; (2) who no longer require access; (3) when their badge expires; or (4) when the Subcontract expires or is terminated.

### 6.4. Escort Requirements

In some locations, escorting will be required. In these rare circumstances, the Buyer will provide the Subcontractor with guidance.

### 6.5. Prohibited Articles

Subcontractor’s employees shall not personally carry, or otherwise transport or transfer, certain items onto the Hanford Site or any DOE-owned or leased facility, or off the Site proper at which the Subcontractor is performing work under this Subcontract.

- A. The following items are **prohibited** articles anywhere on site or in site-associated facilities (to include vehicle parking areas and pedestrian walkways):
  - 1. Pets and animals (guide dogs are permitted).
  - 2. Weapons – includes firearms and ammunition, stun guns, folding or straight blade knives with blades exceeding (4) inches in length, swords, machetes, axes, hatchets, razors and similar cutting devices, clubs, and any other item prohibited by law. (**NOTE – Personal**



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*protective sprays, e.g., pepper spray, are prohibited in protected areas and material areas only.)*

3. Alcoholic beverages – Includes any intoxicating beverage, liquor or other product containing alcohol, including "near" and "non-alcoholic" beer and "energy drinks" which identify alcohol as an ingredient.
  4. Controlled substances and drug paraphernalia (prescription drugs are permitted in the original container).
  5. Explosives or incendiary devices (road flares are permitted).
  6. Any article prohibited by law.
- B. The following **controlled** articles are prohibited within areas controlling classified interests located in limited areas and protected areas (privately owned items are not authorized within limited areas, protected areas, and materials access areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass).
1. Cameras and Computers.
  2. Recording and transmitting devices, including cell phones, iPods, MP3 players, and e-Readers.
  3. Cellular telephones.
  4. Electronic equipment capable of connecting to automated information systems, e.g., personal digital assistants.
  5. Any article prohibited by law.
- NOTE – All images taken at Hanford are considered documents and are subject to information release procedures.**
- C. If Subcontractor, or any of its employees, 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.
- D. Subcontractor’s employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site or in any DOE owned or leased facility located off the Site proper. Prohibited articles found in the possession/control of Subcontractor’s employees which are not listed on a valid prohibited/controlled article pass may be confiscated.



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**NOTE:** (1) Government-owned video conference systems approved for classified use are not considered controlled articles, (2) Hanford Patrol is authorized to search all vehicles and hand-carried items, and to confiscate any prohibited/controlled articles not listed on a valid prohibited/controlled article pass, (3) this list is subject to change, (4) If Subcontractor or any lower-tier subcontractors are in possession of any of the above items, **THE ITEMS MUST BE DECLARED IMMEDIATELY.**

### 6.6. Security Emergency Clause

- A. During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security, Emergency Services, and Information Management or his designee once DOE-RL has assumed command. Additionally, during a declared security event, the DOE-RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- B. Subcontractor shall include this Clause in lower-tier subcontracts at any tier for work performed at the Hanford Site.

## 7.0 MEDICAL

### 7.1. Examinations

- A. Buyer may require Subcontractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations. The Subcontractor shall utilize the Hanford Site Occupational Medical Subcontractor for medical examinations required for performance of this work scope. The Subcontractor shall use the Hanford OMC for work related injury care, return to work evaluations. Hanford Fire Department ambulance service may also be used to provide urgent care and transportation while on the Hanford Site.
- B. The Subcontractor shall be responsible for providing an acceptable replacement if the Subcontractor's employee is medically unable to safely perform the assigned work scope.
- C. Medical examinations may be required at any time if efforts under this Subcontract involve work in radiological areas or result in routine exposure to radioactive materials.



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### 7.2. Radiological Site Services and Records

- A. Buyer shall obtain Radiological Site Services (RSS) and occupational medical services for Subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards.
- B. 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 Prime Contract Attachment entitled, Hanford Site Services and Interface Requirements Matrix, and are the property of DOE.

### 7.3. Occupational Medical Services and Records

- A. Buyer shall obtain Occupational Medical Services for Subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards
- B. Occupational Medical Services for employees performing work under this Subcontract are provided by the Hanford Site occupational medical services contractor 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.

## 8.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the HMIS Radiological Control Manual HMIS-OTHER-RC-5173 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 Subcontract involves work in areas that contain irradiated or contaminated equipment, the Subcontractor and its employees shall be required to undergo a Buyer-provided orientation and appropriate radiological training.
- B. Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Each individual must submit supporting



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documentation 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 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.
- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford 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 Hanford 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 will 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 Hanford Site.



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- H. Basic Dosimeter. Each employee of the Subcontractor and its lower-tier Subcontractors may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued free of charge by HMIS Dosimetry. Dosimeters will be issued for the duration of a specific Subcontract or for the current calendar year. If a Subcontract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
  - 1. All dosimeters shall 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 Subcontract, whichever is earliest.
  - 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 HMIS procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
- 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. Subcontractor may retain copies of any such records. 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. HMIS 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)



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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 HMIS-OTHER-RC-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with HMIS-OTHER-RC-5173. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that HMIS-OTHER-RC-5173 requirements are understood and will be met.
3. When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the requirements of HMIS-OTHER-RC-5173 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 HMIS-OTHER-RC-5173 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 HMIS-OTHER-RC-5173 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 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



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to maintain compliance with HMIS-OTHER-RC-5173, 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 HMIS-OTHER-RC-5173 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.

### 9.0 SUBCONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS

If Subcontractor is required to furnish and bring on the Hanford 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. See clauses titled "Handling of Prohibited Articles" and "Radiation Protection" for handling of contaminated articles.

Subcontractor is responsible for providing for the physical protection of its own materials and/or tools and any materials, tools, and/or other property furnished by the Government. Materials, tools, and other property must be physically secured to the extent practicable through the use of locked buildings, containers, and fenced areas. Where it is impractical to lock items in a building, container, or fenced area, alternate means of protection must be provided (e.g., hub locks, hitch locks, ignition locks, locked chains, etc.), to secure items.

### 10.0 INSURANCE SUBCONTRACTOR PROVIDED INSURANCE

- A. Subcontractor shall procure at his/her 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 Subcontractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for



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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. Prior to commencing work, Subcontractor shall furnish Buyer with satisfactory evidence of insurance coverage, unless waived in writing by Buyer. Subcontractor is required to notify Buyer in writing *immediately* if the insurance is cancelled and/or a material change occurs. In addition, the following requirements apply: (1) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary and (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer. Subcontractor shall name Buyer as an Additional Insured on all such applicable policies. Such Additional Insured endorsement shall provide Buyer protection under Additional Insured endorsement CG 2010 07 04 or other Additional Insured endorsement which, at a minimum, is at least as broad as coverage provided under CG 2010 07 04.
6. It is required that the Subcontractor maintains insurance at all times under this Subcontract and provides proof of such. If Subcontractor cannot provide proof of active insurance, Buyer reserves the right to stop work until a valid certificate of insurance is supplied.

### 11.0 STOP WORK RESPONSIBILITY – ON-SITE WORK

- A. Every Buyer and Subcontractor employee has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when they are convinced a situation exists that places himself/herself, coworker(s), or the environment in danger or at risk per DOE-0343, "Stop Work."
  1. Any employee who reasonably believes that his/her safety is in jeopardy, or who is convinced a situation exists that places



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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.

2. 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.
  3. 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.
- B. The Subcontractor shall provide for the flow-down of appropriate requirements of this clause to lower-tier 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.

### 12.0 TRAINING

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification, and certification requirements per HMIS procedures.
- B. Site procedures will identify the Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months HMIS orientation course #100099 or a version of Hanford General Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford 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 Hanford 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 [eHanford@rl.gov](mailto:eHanford@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 at the HMIS badging office prior to receiving a Hanford Site badge.



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### **13.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)**

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

### **14.0 EMPLOYEE CONCERNS**

The HMIS Employee Concerns Program is available for use by all Subcontractor personnel working on-site for the reporting of issues/concerns related to ES&H protection, quality, security, or illegality. Issues should be raised through HMIS 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 509-373-2273.

### **15.0 HAZARDOUS MATERIALS AND WASTE**

#### **15.1. General**

- A. Subcontractor shall minimize the environmental impact of the work being done, hazardous materials used in performance, and hazardous waste generated as a result.
- B. Hazardous materials used and hazardous waste generated onsite 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 onsite 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. Subcontractor shall supply a list of all hazardous materials brought onsite and their corresponding Material Safety Data Sheets (MSDS). Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor 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 the Contract Specialist and BTR. Subcontractor also shall make



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available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.

- D. Subcontractor 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. Buyer reserves the right to assume responsibility for remediation.

### 15.2. Toxic Substances Control Act

Subcontractor warrants that each and every chemical substance delivered under this Subcontract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629)

### 15.3. Rejection of Waste Products

Prior to acceptance, Subcontractor may reject waste products which it has determined by visual inspection or testing to be nonconforming. Subcontractor shall give Buyer notice of the waste products rejected and the reasons for such rejection.

### 15.4. Acceptance and Title

- A. Acceptance of the waste products shall occur at the time Subcontractor takes possession of or accepts delivery of the waste products at the place of tender and, at that time, title, risk of loss and all other incidents of ownership to the waste products shall be transferred from the Government and vested in the Subcontractor.
- B. When Subcontractor provides loading, the Subcontractor shall be deemed to have taken possession of the waste products upon commencement of such loading service. When the Subcontractor provides transportation only, the Subcontractor shall be deemed to have taken possession upon completion of such loading services.

### 15.5. Revocation of Acceptance

Within 72 hours after acceptance, Subcontractor may revoke its acceptance of nonconforming waste products, provided that the waste products have not been materially changed or disposed. However, revocation of acceptance of waste products which have been transferred from Buyer's container(s) to a bulk container, such as a tank truck or storage tank, must be based upon an analysis of a representative sample of such waste products taken prior to transfer from



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Buyer's container to the bulk container. Such sample must be split with Buyer at the time it is taken. A justified revocation of acceptance shall operate to revert title; risk of loss and all other incidents of ownership in the Government at the time notice of revocation is given to the Buyer.

### **15.6. Buyer's Option in Event of Rejection or Revocation of Acceptance**

- A. In the event Subcontractor rejects the waste products or revokes its acceptance of waste products, Buyer may, within (5) business days after receipt of notice of rejection or revocation, notify Subcontractor of Buyer's intent to test the waste product, to verify the alleged nonconformity. Buyer may, if lawfully permitted, direct Subcontractor to arrange for such testing or corrections, pursuant to Buyer's instructions and at Buyer's cost. All testing or corrections shall be completed within twenty-one (21) business days of Buyer's receipt of the rejection or revocation notice.
- B. Upon mutual agreement of the parties that the waste products are not nonconforming for the reasons specified in Subcontractor's notice, the notice of rejection or revocation as to such waste products shall be deemed null and void as of the time of its original issuance.

### **15.7. Subcontractor's Options as to Rightfully Rejected or Revoked Waste Products**

- A. If Subcontractor rejects the waste products or revokes its acceptance of the waste products, Subcontractor and Buyer shall, in good faith, attempt to amend the Subcontract to provide for disposal of the nonconforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in paragraph 5.0), agree on necessary amendments, Buyer shall make prompt arrangements for the removal of the nonconforming materials from the disposal facility to another lawful place of storage or disposition.
- B. Buyer agrees to pay Subcontractor, upon receipt of substantiation thereof, its reasonable expenses and costs incurred, subsequent to rejection or revocation, for handling, loading, stowing, preparing for transport, transporting, storing, and caring for any waste products returned to Buyer pursuant to this paragraph. If Buyer has paid for any services, which will not be performed because of rejection or revocation of the waste products, Subcontractor shall refund such payment to Buyer.
- C. If Buyer has not paid for any services performed prior to rejection or revocation, Buyer shall upon receipt of invoice, pay the amount specified for such service in the Subcontract.



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### 15.8. Subcontractor Warranties

- A. Subcontractor warrants and represents to the Buyer that:
1. Subcontractor understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing, and disposal of the waste products as they have been described by the Buyer in the Waste Profile Sheet; and,
  2. Subcontractor is engaged in the business of transportation, storage, and disposal of industrial and other wastes, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing, and disposal of such; and,
  3. Subcontractor will handle, transport, store, treat, process, and dispose of the waste products in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdictions such activities are performed under this Subcontract; and,
  4. Any and all vehicles or vessels, Waste Products containers and personnel to be provided by Subcontractor in the performance of this Subcontract have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments; and,
  5. The disposal facility (or facilities) has been issued, as of the date of execution of the Subcontract, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in which such facility is located, necessary to allow such facility to accept and store, treat, process and dispose of the waste products. In addition, if required by Federal, state or local law, regulations or ordinance, Subcontractor has filed with the appropriate governmental agency a notification of hazardous waste activity and/or an application to operate a hazardous waste storage, treatment or disposal facility and the storage, treatment or disposal facility has achieved "interim status" as defined by Federal and applicable state law and regulations. Subcontractor shall provide Buyer with reasonable advance notice if any such permit, license,



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certificate, or approval is to expire and not to be renewed during the term of the Subcontract, or become the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Subcontractor determines not to seek any necessary permit, license, certificate, or approval, which becomes required after execution of the Subcontract.

6. If, during the term of this Subcontract, Subcontractor determines not to renew any existing permit, license, certificate or approval or not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Subcontract, Buyer shall retain all the rights and remedies it may have at law or equity.

### 15.9. Buyer Warranties

- A. The Buyer warrants and represents to Subcontractor that:
  1. Waste products tendered to Subcontractor will conform to the descriptions and specifications contained in the Waste Profile Sheet; and,
  2. Buyer will prepare the waste products for transportation and tender to Subcontractor in accordance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdiction such waste products are to be tendered to Subcontractor, pertaining to: (1) container specifications for any container not supplied by Subcontractor; and, (2) marking and labeling of all containers; and,
  3. Buyer has sole title, or the full right to transfer title, to waste products which will be tendered to Subcontractor.

### 15.10. Tender of Delivery

Buyer shall tender delivery of the waste products to Subcontractor at times and places specified by the Buyer. Buyer shall, at the same time and place, tender to Subcontractor those completed documents, shipping papers or manifests as are required, for lawful transfer of the waste products to Subcontractor, by valid and applicable statutes, ordinances, Subcontracts, rules, or regulations of the Federal, state, or local governments

### 15.11. Loading and Transportation of Waste Products

- A. The Subcontractor is to provide transportation, and/or loading, including but not limited to pumping. Subcontractor shall transport waste products to the disposal facility specified in the Subcontract. Subcontractor shall be



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responsible for clean-up and disposal of any waste product spill during such loading or transportation and shall fully indemnify and hold Buyer harmless therefore.

- B. The Subcontractor is to provide transportation services. Selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by Subcontractor. However, Buyer shall have the right to refuse to load or permit the loading of its waste products if it reasonably finds that the transportation vehicle is unfit or unsafe for transportation of the waste products.

### 15.12. Disposal

- A. Subcontractor shall dispose of the waste products at the particular facility or facilities, referred to in the Subcontract as "the disposal facility." Subcontractor shall be solely responsible for determining the specific times and techniques for storage, processing, treatment, and disposal of the waste products. However, such processing, treatment and disposal shall occur within a reasonable time. Subcontractor shall submit to Buyer a Certificate of Treatment/Destruction for the waste products upon completion of disposal.
- B. If the Subcontractor uses, distributes, or sells any of the waste products or components or residue thereof, Subcontractor agrees to indemnify and save harmless the Buyer, its affiliates, its present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes or action, suites and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statues, ordinances, Subcontracts, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the waste products.

### 15.13. Inspections

- A. The Buyer shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Subcontractor or its lower-tier Subcontractors which are applicable to the performance of this Subcontract; to inspect transportation vehicles or vessels, containers or disposal facilities



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provided by Subcontractor; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Subcontractor in the performance of this Subcontract. Such inspections or lack of inspections shall not operate to relieve Subcontractor of its responsibility or liability under this Subcontract.

- B. Subcontractor shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered waste products before accepting such products.

### 15.14. Non-exclusivity

This Subcontract is not to be construed as granting Subcontractor the exclusive right to transport, hold, treat, and/or dispose of Buyer's waste, and Buyer reserves the right to Subcontract with other parties for such services as it deems necessary.

## 16.0 TRANSPORTATION

Transportation expenditures under this subcontract charged to Buyer are subject to Government audit. Compliance with instructions and requirements is essential. If transportation instructions are not adhered to, Subcontractor may be charged back any difference in freight costs. Unless otherwise specified in the body of the Subcontract, shipping is to be free on board (FOB) origin, freight collect.

### 16.1. General Requirements

- A. All packages must be clearly marked with the Buyer, Subcontract number, and line item number.
- B. Bills of lading and packing lists must be identified by the Subcontract number and line item with one (1) copy being forwarded to the Buyer.
- C. Invoices that include two (2) copies of the paid transportation bill must accompany all freight charges.
- D. A separate transportation invoice itemizing the basis for the transportation charges must substantiate invoices on all Subcontracts, which include transportation expenditures as a result of a Subcontractor using his own vehicle.
- E. For third party billing instructions contact Traffic Management at (509) 376-6638.
- F. All paperwork required by the Subcontract, such as test reports, certifications, and data sheets, must accompany the shipments to Buyer, unless otherwise specified in the Subcontract. If the document package is not obviously displayed, the exterior markings must indicate location of the paperwork.



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- G. Add to the Bill of Lading for collect shipments, the following notation:  
"Transportation charges herein are for the U.S. Government and the actual transportation cost paid to the carrier(s) by the shipper or consignee is to be reimbursed by the U.S. Government."
- H. When shipping to Buyer, use the following as the ship to address:  
U.S. Department of Energy c/o (Hanford Mission Integration Solutions)  
Attn: (Subcontract or PO Number)  
2355 Stevens Drive  
Richland, Washington 99354

### 16.2. Value and Insurance

It is the policy of the U.S. Department of Energy and Buyer not to pay for insurance against loss, damage, or destruction. Where Buyer will bear the cost of transportation and freight rates, are based upon released value, shipments must be released at the maximum value pertaining to the lowest freight rate. Subcontractors shall not under any circumstances charge back insurance costs to Buyer.

### 16.3. Special Instructions for Various Methods of Transportation

**NOTE:** *Where the mode of transportation is not indicated on the face of the Subcontract, the Subcontractor shall not effect shipment without contacting the Buyer. The following is generally the preferred method.*

- A. Surface Transportation type of shipment as follows:
  - 1. For packages up to 150 lbs. each from any place in the Continental U.S.A., ship via United Parcel Service (UPS) surface or FedEx Ground and declare no value. (Do not insure.)
  - 2. Type of shipment – For packages exceeding 150 lbs. each, or several packages exceeding a total of 150 lbs. but less than 1,000 lbs., ship collect via motor freight. If no specific motor freight routing is shown call the Buyer.
  - 3. Type of shipment - For shipments exceeding 1,000 lbs. or any truckload quantity or over dimensional load call the Buyer or Buyer's traffic management department at (509) 376-6638 or (509) 376-6016 prior to shipment.
  - 4. Type of shipment - For rail from all points, route to Richland, Washington via Union Pacific (UP); or Burlington Northern (BN) to Pasco for delivery by Washington Central Railroad Company (WCRC).



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Under no circumstances should carload or less than carload shipments be forwarded via rail without specific prior authorization from the Buyer's traffic management department.

### 16.4. Premium Transportation Restriction

- A. Do not ship via premium transportation unless the Subcontract specifically states to do so, or without specific authorization from the Buyer.
- B. The Buyer is the only individual authorized to approve the use of premium transportation. Premium transportation includes the following: air freight, air express services, air freight forwarder, exclusive use truck, or the use of household goods carriers. NOTE: In some cases, air freight or air express routings are not considered "premium" but are the most economical means of transportation.

### 16.5. Air Freight/Air Express Services/Exclusive Use Truck

- A. Air Express Services:
  - 1. Type of shipment – For packages up to 150 lbs. each, where a Subcontract specifies air freight or air express ship via federal Express priority or standard overnight service collect.
  - 2. Type of shipment – For packages over 150 lbs. in actual or dimensional weight, call the buyer's traffic management department at (509) 376-6638 for specific routing instructions prior to shipment. NOTE: Dimensional formula in inches is: length x width x height; divided by 194.
- B. Exclusive use truck or electronic/padded van service. Do not use without Buyer's traffic management department approval.

### 16.6. General Notes and Restrictions

- A. UPS size and weight restrictions. Packages can be up to 108 inches in length with up to 165 inches in length and girth combined, and 150 lbs. total weight per package.
- B. Subcontractors shall follow routing instructions specified in the Subcontract or provided verbally by the Buyer or Buyer's traffic management department.
- C. Subcontractor shall ship materials routed via UPS as UPS collect, unless otherwise authorized by the Buyer.
- D. All air and surface routings, as specifically authorized by the Buyer, shall be shipped freight-collect. General Services Administration (GSA) schedule materials are exempt from this instruction and will be shipped in accordance



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with applicable schedule terms and conditions. Freight costs resulting from failure to comply with these instructions are the responsibility of the Subcontractor.

- E. Immediately following each premium shipment, Subcontractor shall advise Buyer of the date of shipment, complete routing, and carriers' progressive (PRO) number or air bill number.
- F. Any hazardous materials shipped under this Subcontract shall be properly packaged, marked, labeled, and certified to the carrier that the shipment is in proper condition for transportation according to the regulations of the *Department of Transportation* (DOT) CFR 49 parts 171-178 or the International Air Transport Association (IATA) air regulations.
- G. Notify the Buyer a minimum of twenty-four (24) hours in advance of the following incoming shipments:
  - a. Firearms, ammunition, and Department of Transportation (DOT) Class 1 explosives
  - b. Hazardous or chemical products that requires special handling or transportation precautions or considerations (e.g. toxic or flammable)
  - c. Oversized or products that require special handling for unloading or movement such as cranes, pilot cars or specialized handling equipment.
- H. Additional provisions may be applicable to shipments of radioactive materials (RAM), or special nuclear materials (SNM).

### 17.0 PRIME CONTRACT FLOW DOWN PROVISIONS

#### 17.1. DOE-H-2080 (Apr 2018) (Amended)

*DOE-H-2080 Workplace Substance Abuse Programs At Doe Sites (Apr 2018) (Amended)*

Subcontractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB.

Subcontractor shall support preparation of DOE and Buyer responses to DNFSB issues and recommendations which affect or can affect Subcontract work. Based on Buyer's direction, Subcontractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. Subcontractor shall maintain a document process consistent with the DOE manual



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on interface with the DNFSB. The Subcontractor shall be accountable for ensuring that lower-tier subcontractors adhere to these requirements.

### **17.2. DOE-H-2080 (Apr 2018) (Amended)**

*DOE-H-2080 Workplace Substance Abuse Programs At Doe Sites (Apr 2018) (Amended)*

- A. Program implementation. 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.
- B. Remedies. In addition to any other remedies available to Buyer, 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 Subcontractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment by DOE and/or Buyer.
- C. Buyer shall periodically monitor Subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707. Subcontractor shall allow Buyer and its representatives all access to information, records, facilities, and employees Buyer deems necessary to perform this periodic monitoring. Buyer may request, and Subcontractor shall promptly provide, any information, data, documents, and records Buyer requests as part of Buyer's periodic monitoring of Subcontractor's program.
- D. Subcontracts.
  - 1. Subcontractor agrees to notify Buyer reasonably in advance of, but not later than 30 days prior to, the award of any lower-tier subcontract Subcontractor believes may be subject to the requirements of 10 CFR part 707, unless Buyer agrees to a different date.
  - 2. Subcontractor shall require all lower-tier 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. Subcontractor shall review and approve each lower-tier subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.



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3. 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.

<https://www.energy.gov/ehss/contractor-workplace-substance-abuse-program-doe-sites-10-cfr-707>

### 17.3. Radiological Site Services and Records

- A. Buyer shall obtain Radiological Site Services (RSS) and occupational medical services for Subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards.
- B. 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 Prime Contract Attachment entitled, Hanford Site Services and Interface Requirements Matrix, and are the property of DOE.

### 17.4. Occupational Medical Services and Records

- A. Buyer shall obtain Occupational Medical Services for Subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards
- B. Occupational Medical Services for employees performing work under this Subcontract are provided by the Hanford Site occupational medical services contractor 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.

### 17.5. Hanford Site Services and Interface Requirements Matrix

Buyer shall establish a protocol with each Hanford Site contractor identified in Prime Contract Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.



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Subcontractor agrees to comply in performing work under its Subcontract with all facility safety authorization basis and nuclear safety requirements protocols that are established by the Hanford Site contractor responsible for the nuclear facility. Subcontractor further agrees to flow-down all applicable protocols to its lower-tier subcontractors.

### **17.6. FAR 52.237-3 Continuity of Services. (Jan 1991) (Amended)**

- A. Subcontractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon subcontract expiration, a successor, either the Government or another contractor, may continue them. The Subcontractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. Subcontractor shall, upon the Buyer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Subcontract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Buyer's approval. The Subcontractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The Subcontractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Subcontractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Subcontractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. Subcontractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **17.7. 52.245-1 Government Property (Jan 2017)**

*As Modified By Dear 952.245-5 (Amended)*

- A. Definitions. As used in this clause:



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“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Subcontractor for performing a contract, and to which the Government has title.

“Contractor inventory” means –

1. Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract
2. Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Subcontractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of –

1. All or substantially all of the Subcontractor’s business;
2. All or substantially all of the Subcontractor’s operation at any one plant or separate location; or
3. A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment, or special tooling.

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“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to Subcontractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government- furnished and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to –

1. Items that cannot be found after a reasonable search;
2. Theft;
3. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
4. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment, or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development



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contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means –

1. For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
2. For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

### B. Property management.

1. The Subcontractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Subcontractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Subcontractor shall disclose any significant changes to its property management system to the



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Property Administrator prior to implementation of the changes. The Subcontractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

2. The Subcontractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Subcontractor's accountability, stewardship, possession, or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).
3. The Subcontractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.
4. The Subcontractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self-assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

### C. Use of Government property.

1. The Subcontractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the DOE Contracting Officer.
2. Modifications or alterations of Government property are prohibited, unless they are –
  - a. Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
  - b. Required for normal maintenance; or
  - c. Otherwise authorized by the Contracting Officer or Buyer.



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3. The Subcontractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.
- D. Government-furnished property.
1. The Government or Buyer shall deliver to the Subcontractor the Government-furnished property described in this Subcontract. The Government or Buyer shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor/Subcontractor as contractor-acquired property and subsequently transferred to another contract with this Subcontractor.
  2. The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for Subcontract performance and will be delivered to the Subcontractor by the dates stated in the contract.
    - a. If the property is not delivered to the Subcontractor by the dates stated in the Subcontract, the Buyer shall, upon the Subcontractor's timely written request, consider an equitable adjustment to the Subcontract.
    - b. In the event property is received by the Subcontractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Buyer shall, upon the Subcontractor's timely written request, advise the Subcontractor on a course of action to remedy the problem.
- E. Title to Government property.
1. All Government-furnished property and all property acquired by the Subcontractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
  2. Title vests in the Government for all property acquired or fabricated by the Subcontractor in accordance with the financing provisions or



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other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Subcontractor retains title to all property acquired by the Subcontractor for use on the subcontract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Subcontractor for use after inspection and acceptance by the Government, it shall be made accountable to the Subcontract through a contract modification listing the item as Government-furnished property.

3. Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.
  - a. Title to all property purchased by the Subcontractor for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
  - b. Title to all other property, the cost of which is reimbursable to the Subcontractor, shall pass to and vest in the Government upon
    - (A) Issuance of the property for use in contract performance;
    - (B) Commencement of processing of the property for use in contract performance; or
    - (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

### F. Subcontractor Liability for Government Property.

1. Unless otherwise provided for in the contract, the Subcontractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies –
  - a. The risk is covered by insurance or the Subcontractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.
  - b. Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Subcontractor's managerial personnel.



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- c. The DOE Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Subcontractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Subcontractor failed to take timely corrective action. If the Subcontractor can establish by clear and convincing evidence that the loss of Government property occurred while the Subcontractor had adequate property management practices or the loss did not result from the Subcontractor's failure to maintain adequate property management practices, the Subcontractor shall not be held liable.
- 2. The Subcontractor shall take all reasonable actions necessary to protect the property from further loss. The Subcontractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.
- 3. The Subcontractor shall do nothing to prejudice the Government's/Buyer's rights to recover against third parties for any loss of Government property.
- 4. The Subcontractor shall reimburse the Contractor for loss of Government property, to the extent that the Subcontractor is financially liable for such loss, as directed by the Contracting Officer or Buyer.
- G. Contractor inventory disposal. Except as otherwise provided for in this contract, the Subcontractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or other Buyer/Government authorizing official.
- H. Communication. All communications under this clause shall be in writing.

### **17.8. FAR 52.245-9 Use and Charges (Apr 2012) (Amended)**

- A. Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.



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“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

- B. Use of Government property. The Subcontractor may use the Government property without charge in the performance of –
  - 1. Subcontracts that specifically authorize such use without charge;
  - 2. Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract -
    - a. Approves a subcontract specifically authorizing such use; or
    - b. Otherwise authorizes such use in writing; and
  - 3. Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.
- C. Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Subcontractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Subcontractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.
- D. General.
  - 1. Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Subcontractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.
  - 2. The Subcontractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.
- E. Rental charge –
  - 1. Real property and associated fixtures.



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- a. The Subcontractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Subcontractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.
  - b. Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
  - c. When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Subcontractor. The parties may agree on an alternative means for computing a reasonable rental charge.
  - d. The Subcontractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Subcontractor desires the continued use of property for nongovernmental use. The Subcontractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.
2. Other Government property. The Subcontractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.



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3. Alternative methodology. The Subcontractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

F. Rental payments.

1. Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Subcontractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.
2. Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
3. The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it or the Buyer may have against the Subcontractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this Subcontract according to its terms.

- G. Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Subcontractor, at the Subcontractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

- H. Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

### **17.9. FAR 52.246-26 Reporting Nonconforming Items (Jun 2020) (Amended)**

- A. Definitions. As used in this clause —

“Common item” means an item that has multiple applications versus a single or peculiar application.



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“Counterfeit item” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Critical item” means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

“Critical nonconformance” means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

“Design activity” means an organization, Government, or contractor that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

“Major nonconformance” means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

“Suspect counterfeit item” means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

B. The Subcontractor shall —

1. Screen Government–Industry Data Exchange Program (GIDEP) reports, available at [www.gidep.org](http://www.gidep.org), as a part of the Subcontractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Subcontractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;
2. Provide written notification to the Buyer within 60 days of becoming aware or having reason to suspect, such as through inspection,



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- testing, record review, or notification from another source (e.g., seller, customer, third party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Subcontractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;
3. Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer and Buyer; and
  4. Except as provided in paragraph (c) of this clause, submit a report to GIDEP at [www.gidep.org](http://www.gidep.org) within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that an item purchased by the Subcontractor for delivery to, or for, the Government is —
    - a. A counterfeit or suspect counterfeit item; or
    - b. A common item that has a major or critical nonconformance.
- C. The Subcontractor shall not submit a report as required by paragraph (b)(4) of this clause, if —
1. The Subcontractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;
  2. The Subcontractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or
  3. For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (e.g., original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.
- D. Reports submitted in accordance with paragraph (b)(4) of this clause shall not include —
1. Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or



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2. Any other information prohibited from disclosure by statute or regulation.
- E. Additional guidance on the use of GIDEP is provided at <http://www.gidep.org/about/opmanual/opmanual.htm>.
- F. If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub.L. 112–81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (i.e., an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.
- G. Subcontracts.
  1. Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for —
    - a. Items subject to higher-level quality standards in accordance with the clause at FAR 52.246–11, Higher-Level Contract Quality Requirement;
    - b. Items that the Subcontractor determines to be critical items for which use of the clause is appropriate;
    - c. Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub.L. 112–81)); or
    - d. For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.
  2. The Subcontractor shall not insert the clause in subcontracts for —



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- a. Commercial items; or
  - b. Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
3. The Subcontractor shall not alter the clause other than to identify the appropriate parties.

### **17.10. DEAR 952.223-71 Integration of ES&H into Work Planning and Execution (July 2009)**

As prescribed in 923.7002 the clause set forth at 48 CFR 970.5223-1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety

### **17.11. DEAR 952.223-72 Radiation Protection and Nuclear Criticality (Apr 1984)**

Subcontractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. Subcontractor shall submit a management program and implementation plan to Buyer for review and approval within 30 days after the effective date of this Subcontract or modification. In the event that Subcontractor fails to comply with said standards and requirements of DOE, Buyer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of Buyer. Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

### **17.12. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be generated and maintained by the subcontractor in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management," the National Archives and Records Administration (NARA)-approved DOE Records Disposition Schedules, and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.



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### 17.13. DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014)

- A. **Government-owned records.** Except as provided in Paragraph B of this Clause, all records acquired or generated by Subcontractor 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 CFR, Chapter XII, Subchapter B, "Records Management." Subcontractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- B. **Subcontractor-owned records.** The following records are considered the property of Subcontractor 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 Subcontractor 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:



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- a. 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.
  - b. 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.
  - c. 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, Subcontractor 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 DOE 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 Subcontractor chooses to provide its original contractor-owned records to the Government or its designee, Subcontractor 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 Subcontractor under this contract in the possession of Subcontractor, including those described at Paragraph B of this clause, shall be subject to inspection, copying, and audit by Buyer and/or the Government or their designees at all reasonable times, and Subcontractor shall afford Buyer and/or the Government or their designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by Buyer, Subcontractor shall deliver such records to a location specified by Buyer for inspection, copying, and audit. Buyer and the Government or their designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

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- E. **Applicability.** This clause applies to all records created, received, and maintained by Subcontractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- F. **Records maintenance and retention.** Subcontractor shall create, maintain, safeguard, and disposition records in accordance with 36 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 Subcontractor. 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 C of this Clause and delivery of records described in Paragraph A of this Clause.
- G. **Subcontracts.**
1. Subcontractor shall include the requirements of this Clause in all lower-tier subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, Subcontractor 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. Subcontractor or Buyer may elect to take on the obligations of the provisions of this clause in lieu of the lower-tier subcontractor, and



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maintain records that would otherwise be maintained by the lower-tier subcontractor.

### **17.14. DEAR 970.5223-1 Integration of ES&H into Work Planning and Execution**

(Dec 2000)

- A. For the purposes of this clause,
  - 1. Safety encompasses environment, safety, and health, including pollution prevention and waste minimization; and
  - 2. Employees include subcontractor employees.
- B. In performing work under this contract, Subcontractor 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 Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. Subcontractor shall ensure that management of environment, safety, and health (ES&H) functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution processes. Subcontractor shall, in the performance of work, ensure that:
  - 1. Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Contractor and subcontractor employees managing or supervising employees performing work.
  - 2. Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
  - 3. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - 4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - 5. Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.



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6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  7. The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE/Buyer and the Subcontractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- C. Subcontractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the Contractor will—
1. Define the scope of work;
  2. Identify and analyze hazards associated with the work;
  3. Develop and implement hazard controls;
  4. Perform work within controls; and
  5. Provide feedback on adequacy of controls and continue to improve safety management.
- D. The System shall describe how Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the Subcontractor will measure system effectiveness.
- E. Subcontractor shall submit to the DOE Contracting Officer and Buyer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the Contracting Officer/Buyer. Guidance on the preparation, content, review, and approval of the System will be provided by the Contracting Officer/Buyer. On an annual basis, the Subcontractor shall review and update, for DOE/Buyer approval, its safety performance objectives,



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performance measures, and commitments consistent with and in response to DOE's/Buyer's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the Subcontractor's business processes for work planning, budgeting, authorization, execution, and change control.

- F. Subcontractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- G. Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If Subcontractor fails to provide resolution or if, at any time, Subcontractor'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 Contracting Officer or Buyer may issue an order stopping work in whole or in part. Any stop work order issued by Buyer or the DOE Contracting Officer under this clause (or issued by Subcontractor to a lower-tier subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government and Buyer. In the event that the Buyer or DOE Contracting Officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Buyer/ Contracting Officer. Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- H. Regardless of the performer of the work, = Subcontractor is responsible for compliance with the ES&H requirements applicable to this contract. = Subcontractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure Subcontractor's compliance with the requirements.
- I. Subcontractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, Subcontractor may



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choose not to require the lower-tier subcontractor to submit a Safety Management System for Subcontractor’s review and approval.