



Mission Support Alliance Provision

SPECIAL PROVISIONS – ON SITE SERVICES SP-5 Rev. 5 March 14, 2011

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1.0 DEFINITIONS

- A. Whenever used in this document, 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 with respect thereto 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 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 Mission Support Alliance (MSA) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower tier Subcontractors and assigned personnel.
- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.
- D. Daily work schedules and facility operations are NOT consistent on the Hanford Site.



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1. BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Subcontract Specialist and BTR.
 2. The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc., which result from Subcontractor's failure to obtain specific schedule approval in advance.
- E. 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 ES&H REQUIREMENTS

3.1 GENERAL

- A. The Subcontractor shall exercise a degree of care commensurate with the work, associated hazards, and potential environmental impact. The Subcontractor is expected to help prevent adverse incidents, by adopting and sharing good work practices. The Hanford Lessons Learned web site shall be reviewed for process experience and process improvement lessons applicable to this work scope. <http://msa.hanford.gov/hills>.
1. When performing work under this Subcontract, or any Task Order issued under this Subcontract, the 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.
 2. Subcontractor's personnel entering the Hanford site or Buyer-controlled facilities must dress appropriately for the work conditions and potential hazards. When required by the Buyer or Buyer's policies, personal protective equipment (hard hats, safety glasses, substantial footwear, etc.) must be worn as a condition of continued access and Subcontract performance.
 3. The Subcontractor, including all sub-tier Subcontractors, providing on-site services shall perform all on-site work in accordance with the Buyer's DOE-approved Worker Safety and Health Program (MSC-MP-32219, [10 CFR 851 MSC Worker Safety and Health Program Description](#)) or submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE. This evidence of DOE approval shall be provided to the Buyer prior to any work being performed under this Subcontract. The Buyer also has identified specific requirements applicable to this work scope in the specifications of this Subcontract. The Subcontractor shall meet all these requirements, including any additional requirements that the Subcontractor identifies, unless relief has been



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granted in writing by the Buyer (or DOE Field Element, if related to the DOE-approved Subcontractor Worker Safety and Health Program).

4. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract. Where a conflict exists between regulations, requirements or standards, the Subcontractor shall bring the conflict to the attention of the Subcontract Specialist, who shall resolve the conflict.
- B. Subcontractor shall perform in accordance with a Buyer-approved ES&H process. The Subcontractor shall ensure that management of ES&H functions and activities becomes 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.
- C. Subcontractor shall ensure that:
1. Line management is responsible for the protection of employees, the public, and the environment. Subcontractor and lower tier Subcontractor managers share this responsibility. In addition, field work supervisors and persons in charge ("PICs") of employees performing work shall be responsible for the protection of those employees, the public, and the environment that may be impacted by their work.
 2. Clear and unambiguous lines of authority and responsibility for ensuring ES&H performance are established, documented and communicated prior to starting work.
 3. Resources shall be allocated to address ES&H considerations.
 4. Personnel possess the experience, knowledge, skills, training, and abilities that are necessary to discharge their responsibilities.
 5. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 6. Before work is performed, the associated hazards are identified, an agreed-upon set of ES&H standards and requirements are evaluated, and controls are established, which provide adequate assurance that



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employees, the public, and the environment are protected from adverse consequences.

7. 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 eliminate or reduce the hazards and to prevent accidents and unplanned releases and exposures.
 8. The conditions and ES&H requirements to be satisfied for work to be performed are established and agreed-upon by the Buyer and the Subcontractor. These agreed-upon conditions and ES&H requirements are requirements of the Subcontract and binding upon the Subcontractor.
 9. The Subcontractor's workers are actively involved in the Subcontractor's ES&H program, job safety analysis, and pre-job safety reviews.
 10. Open and effective communication exists between the Subcontractor and the Buyer to support management of ES&H issues and initiatives
 11. Workers, PICs, fieldwork supervisors, and management continually check the adequacy of work processes, procedures, and equipment, and correct deficiencies when identified.
 12. Senior Subcontractor management is actively engaged in the implementation, feedback and improvement of the Subcontractor's ES&H program.
- D. The Subcontractor shall promptly identify, evaluate, and communicate to the Buyer any noncompliance with applicable ES&H requirements. If the Subcontractor fails to provide the necessary communication to Buyer or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Buyer may issue an order stopping work in whole or in part. Any stop work order issued by the Buyer, under this provision, shall be without prejudice to any other legal or Subcontractual rights of the Buyer. In the event that the Buyer issues a stop work order, the Buyer must issue an order authorizing the resumption of the work before work may resume. The Subcontractor shall not necessarily be entitled to an extension of time or additional costs, fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this provision.
- E. The Subcontractor is responsible for compliance with the ES&H requirements applicable to this Subcontract regardless of whether the performer of the work is the Subcontractor or a lower tier Subcontractor.
- F. The Subcontractor shall include clauses substantially the same as those in this provision in lower tier Subcontracts involving work on site at a DOE-owned or DOE-leased facility. Such Subcontracts shall provide for the right to stop work under the conditions described in this provision.



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3.2 PERFORMANCE CONTROLS

- A. When the Subcontractor has more than one employee working on site in performance of this Subcontract, the Subcontractor shall identify a member of its staff as its "Designated Safety Representative." This individual shall have the authority and responsibility to identify and correct any unforeseen hazardous or unsafe conditions, acts or instances of noncompliance.
- B. The Subcontractor and its lower tier Subcontractors shall comply with the requirements of Hanford Site Wide Lockout/Tagout (DOE-0336), DOE-Richland Operations Office (RL) Hanford Site Hoisting and Rigging Manual (DOE-RL-92-36), and the MSC Radiological Control Manual (MSC-5173). Copies will be provided upon request.
- C. In complying with DOE-0336, the Subcontractor and affected lower tier Subcontractors are responsible for the following:
 - 1. Members of the Subcontractor workforce who are assigned to function as an Authorized Worker or Controlling Organization worker shall be trained and qualified to the requirements of DOE-0336, to perform lockout/tagout.
 - 2. The Subcontractor shall schedule the completion of Initial and Annual Hanford (HAMMER) training, through their BTR for Subcontractor employees needing to be qualified as Authorized Worker or Controlling Organization to perform lockout/tagout.
 - 3. The Subcontractor shall provide express notification to the BTR of plans to perform lockout/tagout to coordinate the work scope activity with the appropriate controlling organization.
 - 4. The Subcontractor shall perform lockout/tagout (e.g., the hanging and removing of locks and tags) only in the accompaniment of, and under direct oversight of, a qualified member of the controlling organization.
 - 5. A Subcontractor representative may act as controlling organization in the performance of Greenfield Construction, or as otherwise assigned/designated by the BTR in cases where no physical interface with an existing facility or entity exists.
- D. A walk down of the actual work site shall be conducted by the BTR and the Subcontractor's Designated Safety Representative prior to work commencing. The purpose of the walk down is to help ensure that the hazards and potential environmental impacts associated with the activity and the surrounding environment are identified and addressed.
- E. While on the Hanford Site, the Subcontractor shall operate motor vehicles only on hard-surfaced or gravel roads unless prior approval is obtained from the BTR. During high fire hazard periods, the Subcontractor shall adhere to all restrictions



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of off-road travel, which include, but are not limited to, requiring vehicles to carry fire extinguishers, shovels and radio communications. The Buyer reserves the right to ban all off-road travel during extreme fire hazard periods.

3.3 REQUIRED NOTIFICATIONS

- A. The Subcontractor shall immediately notify the BTR of any occupational injury, illness or any "Unusual Occurrence". (See the explanation of an Unusual Occurrence below).
- B. Evaluation or treatment by the site medical Subcontractor to provide proper reporting and documentation may be required for unusual occurrences even when there was no need for medical examinations based on scope of work.
- C. The Subcontractor shall immediately notify the BTR of any employee occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards) or harmful physical (e.g., noise, laser light) agents, etc. that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) or the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV).
- D. The Subcontractor shall immediately notify the BTR of any requests from or notifications to external agencies and/or regulators, required as a result of employee exposure.
- E. The Subcontractor shall notify the BTR, not less than 24 hours prior to bringing to the Hanford Site any equipment, of the type indicated below so that the Buyer may arrange for a safety inspection. Equipment includes, but is not limited to, the following:
 - 1. Cranes, derricks, hoists and man lifts.
 - 2. Earth moving equipment.
 - 3. Off-highway motor vehicles.
 - 4. Pile driving equipment.
 - 5. Rock drilling, core drilling, well drilling and similar equipment.
 - 6. Pressure vessels and/or equipment supplied with pressure vessels, either fired or unfired.
 - 7. Equipment employing "laser" techniques.
 - 8. Power actuated tools.
 - 9. Equipment employing radioactive materials or that develop ionizing radiation that generates, emits, or utilizes ionizing radiation requires



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licensing in accordance with 10 CFR 20 or control in accordance with 10 CFR 835.

10. Contaminated or potentially contaminated equipment brought onsite for controlled use, authorized under specific control provisions contained within the Statement of Work or associated radiological specifications approved by the Buyer's Radiation Protection organization.
- F. The following documents must be provided upon request by the Buyer for equipment to be inspected:
1. A copy of the latest certified inspection (as applicable).
 2. Manufacturer's specification and/or recommendations.
 3. Load rating charts and other information as applied to cranes and hoists.
 4. Hydrostatic test certification (if applicable).
 5. Qualified operator certifications (i.e., powder-actuated tools).

3.4 INVESTIGATION SUPPORT

- A. The Subcontractor shall cooperate in the conduct of accident investigations, including submission of a comprehensive report of any accident that results in a fatality, and shall cooperate as appropriate in the conduct of investigations relating to OSHA recordable injuries/illnesses and property damage.
- B. Equipment involved in an accident resulting in an immediate or probable fatality, or serious injury, shall not be moved until a representative of the Buyer releases such equipment, except where removal is essential to prevent further property damage or serious injury/illness. Where necessary to remove the injured, such equipment may be moved only to the extent of making possible such removal.

3.5 REPORTING AND RECORD KEEPING

Subcontractor performance reports shall include information needed for the Buyer to complete their ISMS Performance, Objectives, Measures and Commitments (POMC's). The minimum reporting includes:

- A. If the Subcontractor's on-site workforce includes 10 or more employees, or if Subcontractor's work involves the use of equipment as listed above, Subcontractor shall maintain a log and summary of all OSHA recordable occupational injuries and illnesses. For this purpose, OSHA Form Number 300, or an equivalent, shall be used. The log and summary shall be completed in the



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detail provided in the Form and instructions on OSHA Form Number 300, in compliance with Occupational Safety and Health Standards 29 CFR 1904.

- B. The Subcontractor shall assure all of its employees who experience an injury or illness while performing work on the Hanford Site, or in connection with work performed for Buyer at any DOE-owned or leased facility, report immediately to supervision to assure evaluation, proper treatment, and injury/illness documentation.
- C. The Subcontractor shall report monthly to the BTR all first aid cases and injuries/illnesses in connection with work performed on the Hanford Site. The report shall identify the Subcontractor's name, Subcontract number, and total number of personnel and man-hours worked by the Subcontractor on-site during the month.
- D. In addition to monthly reporting, if Subcontractor's on-site work force includes 10 or more employees, the Subcontractor shall submit to BTR by the fifth (5) working day following each calendar quarter, a report on OSHA Form Number 300, or equivalent, covering all OSHA recordable injuries or illnesses in connection with work performed for Buyer at a DOE owned or leased facility which occurred during the previous calendar quarter. The report shall identify the Subcontractor's name, Subcontract number, and total number of personnel and man-hours worked by the Subcontractor during the quarter.
- E. An Unusual Occurrence is any deviation from the planned or projected behavior or course of events in connection with any operation if the deviation has ES&H protection significance.
- F. The Subcontractor shall report all property damage to or losses of DOE owned or leased property to the Buyer, regardless of cause.
- G. The Subcontractor shall provide the BTR, copies of all employee occupational exposure records generated for work under this Subcontract. Employee occupational exposure records include workplace monitoring or measuring of a toxic substance or harmful physical agent including personal, area, grab, wipe or other forms of sampling, as well as, related collection and analytical methodologies, calculations and other background data relevant to interpretation of the results. The Buyer shall provide the Subcontractor the appropriate exposure data collection forms. Title to employee occupational exposure records shall be vested in DOE.

4.0 HAZARDOUS MATERIALS / WASTE

- 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



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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 Subcontract Specialist and BTR. Subcontractor also shall make 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.

5.0 SECURITY

The Subcontractor and all lower tier Subcontractors shall comply with the following security instructions and requirements.

5.1 PERSONNEL QUALIFICATIONS

- 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 conducting pre-employment interviews and determining employee suitability prior to making a request for site access.
- 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

5.2 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.



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- B. Subcontractor, Subcontractor's personnel, and any lower-tier requesting access shall comply with agency personal identity verification procedures implementing Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. ref. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
- C. Foreign national access requests require special approval processes before access might be granted.
- D. 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.
- E. Badging for more than seven (7) days requires Subcontractor employees to complete Hanford General Employee Training (HGET). Buyer will provide HGET except in special circumstances.
- F. 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 with photo identification (e.g., valid driver's license) and one other piece of identification to identify himself/herself to obtain a badge.
- G. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office. If badge is stolen, immediately report it to Hanford Patrol.
- H. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor employees shall be returned to Central Badging and PNNL Dosimetry, respectively. Buyer will charge Subcontractor \$1,000 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges, previously collected for badges and/or dosimeters subsequently found may not be made after the date of final payment to the Subcontractor.

5.3 CLEARANCES

- A. When a security clearance will be required, the applicant's job qualifications and suitability shall be established before a request is made to Buyer for a security clearance. Applicants selected will be subject to a government background investigation and must meet eligibility requirements for access to classified matter.



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- B. When an applicant is being hired specifically for a position, which shall require a DOE security clearance, the applicant shall not be placed in that position prior to the security clearance being granted by the DOE.
- C. Certain information may be required to permit the government to grant the clearance(s). Typical information includes, but may not be limited to, the following:
 - 1. Verification of U.S. citizenship;
 - 2. A credit check;
 - 3. Verification of high school degree/diploma or degree/diploma granted by an institution of higher learning within the last 5 years;
 - 4. Personal references;
 - 5. Employers for the past three (3) years (excluding employment of less than 60 days duration, part-time employment, and craft/union employment; and
 - 6. Local law enforcement checks when state or local law, statute, or regulation does not prohibit such checks.

5.4 ESCORT REQUIREMENTS

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

5.5 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. Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices which could cause damage or personal injury.



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2. Controlled substances (e.g., illegal drugs and associated paraphernalia, but not prescription medication).
 3. Alcoholic beverages: Any intoxicating beverage or liquor containing alcohol, including "near" and "non-alcoholic" beer.
 4. Pets and animals (except trained guide animals)
 5. Other items prohibited by law
 6. Knives
 - a. Spring blade knife, or any knife the blade which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into position by force of gravity, or by an outward, downward, or centrifugal thrust or movement.
 - b. Knives, folding or straight blade, with a blade exceeding four (4) inches in length.
 - c. Swords, machetes, hatchets, axes, straight razors, and similar cutting devices.
 - d. Exceptions:
 - i. A knife in possession of an employee that is recognized as a tool designed for use by the employee in performance of Subcontract work.
 - ii. A knife readily recognized as kitchen cutlery, i.e., carving knife, steak knife, etc.. However, such knives found in locations inconsistent with their use (e.g., vehicle glove box) with blades exceeding four (4) inches will be confiscated.
- B. The following controlled articles are prohibited within limited areas, protected areas, and material access 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. Radio frequency transmitting equipment.
 2. Cellular telephones.
 3. Computers and other devices able to record, read or transmit data as stand alone units. Other devices include, but are not limited to Apple iPods, MP3 players, and personal electronic devices. *Note:*



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government provided desktop computers and associated media are not considered controlled articles.

4. Recording equipment (audio, video, and data).
 5. Cameras (still, motion-picture, video).
 6. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
 7. Other items prohibited by law.
- C. All personal protective sprays (e.g. mace, pepper spray, etc.) are prohibited within protected and material access areas.
- D. The following items are prohibited in rooms wherein classified information is processed or discussed. These items are prohibited in rooms wherein classified information is processed or discussed even if they are listed on the item owner's valid prohibited/controlled article pass:
1. Cordless and cellular telephones.
 2. Recording equipment (audio, video, and data).
 3. Cameras (still, motion-picture, video).
 4. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
 5. Radio frequency transmitting equipment.

NOTES: (1) Government-owned video conference systems approved for classified use are not considered controlled articles, and (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.

- E. 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.
- F. 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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5.6 MATTERS OF COUNTERINTELLIGENCE CONCERN

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

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

6.0 MEDICAL

- A. Buyer may require Subcontractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations. The Subcontractor shall utilize



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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. In the event Subcontractor's employee is medically unable to safely perform the assigned work scope, the Subcontractor shall be responsible for providing an acceptable replacement.
- C. In the event that efforts under this Subcontract involve work in radiological areas or result in routine exposure to radioactive materials, medical related examinations may be required before, during and after the work.

7.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the MSC Radiological Control Manual (MSC-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. Supporting documentation for each individual must be submitted prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its 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



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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.
- 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 PNNL Dosimetry, adjacent to the Central Badging Office. 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. Dosimeters, which expire at the end of a calendar year, shall be returned by January 15 of the next calendar year.
 - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved MSA procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
 - 3. 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.
- 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. MSA 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.



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- K. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Subcontractor must be approved by the Buyer prior to use.
- L. Subcontractor Radiation Protection Compliance Evaluation
 1. The requirements in this Clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Subcontractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the public (as defined in 10 CFR 835.2) to ionizing radiation during direct on-site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).
 2. The Subcontractor shall: (1) comply with all requirements of MSC-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with MSC-5173. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that MSC-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 MSC-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 MSC-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 MSC-5173 requirements at the Subcontractor's facility and/or 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 to maintain compliance with MSC-5173, which is subject to changes resulting from new or revised provisions of 10 CFR 835.
 5. The Subcontractor and any of its Subcontractors performing portions of the work covered by MSC-5173 shall restrict minors (persons under 18 years of age) from



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Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

8.0 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 paragraph 4.3 for handling of prohibited articles and 6.0.C for handling of contaminated articles.

9.0 INSURANCE

9.1 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 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. Subcontractor shall furnish Buyer with satisfactory evidence of Subcontractor Provided Insurance, unless waived in writing by Buyer, prior to commencing work to be performed under this Subcontract with the provision that at least thirty (30) days prior written notice be given to Buyer in the event of cancellation or material change. In addition, the following



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requirements apply: (1) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary; (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer; and (3) Subcontractor shall name Buyer as an additional insured on all such applicable policies.

10.0 EMERGENCY SITUATIONS

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

11.0 STOP WORK RESPONSIBILITY

- 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 which 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 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.



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12.0 TRAINING

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification and certification requirements as required in the SOW and/or appropriate for the work to be performed.
- B. Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work will be identified by the Buyer.
- C. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months MSA 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 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 MSA badging office prior to receiving a Hanford Site badge.

14.0 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 MSA preferred service provider unless approved in advance by the Buyer and MSA Chief Information Officer. This includes computing, network, radio and paging use, connectivity and integration.

15.0 EMPLOYEE CONCERNS

The MSC 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 MSC 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.

16.0 DEAR CLAUSE FLOWDOWNS

- A. The DEAR clauses below have been flowed down verbatim. For these clauses only:
 - (1) "Contractor" shall mean "Subcontractor."
- B. DEAR 952.203-70 WHISTLEBLOWER PROTECTION -FOR CONTRACTOR EMPLOYEES (DEC 2000)



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

C. WORKPLACE SUBSTANCE ABUSE (DEAR 970.5223-4)

- (1) DEAR 970.5223-4, Workplace Substance Abuse Programs at DOE Sites (DEC 2000), requires that all personnel working on the Hanford Site or in DOE leased facilities are subject to testing under the Buyer’s program for controlled substances. Accordingly, Contractor effectively certifies, by providing workers on the Hanford Site or in DOE leased facilities, that its employees and subcontractors’ employees are not under the influence of controlled substances, drugs or alcohol. Upon Buyer's request, Contractor agrees to have assigned employees screened by a certified testing laboratory. Sole proprietors shall self-certify and are subject to testing requirements as well.