

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**ON-SITE WORK PROVISIONS**  
**August 12, 2020 Rev. 7**

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**DEFINITIONS**

For the purposes of these ON-SITE WORK PROVISIONS: Whenever used in this document, the following definitions shall apply unless the content indicates otherwise.

**Authorized Procurement Representative**. The term “authorized procurement representative” shall be a person with authority to enter into and administer Subcontracts and make related determinations and findings. These individuals are identified with the associated authority in the body of the Subcontract.

**Buyer’s Technical Representative (BTR)**. The term “Buyer’s Technical Representative (BTR)” means the individual responsible for providing technical direction to the SUBCONTRACTOR. The BTR does not possess any explicit, apparent, or implied authority to modify Subcontract terms and conditions.

**BUYER**. The term “BUYER” means Washington River Protection Solutions (WRPS).

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**Government.** The term “Government” shall mean the United States of America and includes the U.S. Department of Energy (DOE) Office of River Protection (ORP), or any duly authorized representative thereof, including the BUYER’s Administrative Contracting Officer (ACO).

**Head of the Procurement Activity.** The term “Head of the Procurement Activity” means the individual who has the overall responsibility for the operations of the WRPS Procurement Office.

**Lower-Tier Subcontractors.** The term “lower-tier Subcontractors” refers to companies or individuals with whom the SUBCONTRACTOR has purchase orders and rental agreements for materials or equipment, and other services not performed directly by the SUBCONTRACTOR under this Subcontract.

**Subcontract.** The term Subcontract shall mean this Subcontract or Purchase Order between the BUYER and SUBCONTRACTOR including its terms, conditions, clauses, provisions, written direction and instructions, releases, and documents.

**Safety.** The term “safety” encompasses the environment, personal safety, health, and work quality. Safety includes pollution prevention, waste minimization, nuclear safety, and radiological protection.

**Safety Management System.** The term “Safety Management System (System)” refers to the BUYER Integrated Environment, Safety & Health Management System (ISMS) program.

**SUBCONTRACTOR.** The term “SUBCONTRACTOR” refers to the company, person, or organization, including all lower-tier Subcontractors, performing Work under this Subcontract.

**Work.** The term “Work” includes all material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the Subcontract’s requirements, and such additional items not specifically indicated or described that can be reasonably inferred as required to complete the Subcontract.

**Worker.** The term “worker” or “employee” includes SUBCONTRACTOR and all lower-tier(s) Subcontractor employees.

**ARTICLE 1.0 PREAMBLE**

- A. These On-Site Work Provisions apply to Work performed on the Hanford Site for the BUYER. All requirements contained herein are in addition to the General Provisions and any other provisions incorporated in this Subcontract.
- B. The SUBCONTRACTOR retains responsibility to assure compliance with all applicable federal and state laws, rules, and/or regulations. Nothing within this Subcontract may be construed as creating joint or co-employment of the SUBCONTRACTOR workers with the BUYER.
- C. This Subcontract is awarded with the understanding that the goal of the BUYER is to maintain a responsible and comprehensive program to assure that the Hanford Tank Farms are operated in a safe and environmentally acceptable manner for the protection of workers, the public, and the environment. It is the policy of the BUYER to use reasonable efforts to provide resources necessary to achieve this purpose and to cooperate with the SUBCONTRACTOR and with Federal and State agencies having an interest in environmental, safety, health and quality (ESH&Q) matters, to accomplish this goal.

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- D. BUYER has a goal of zero occupational injuries and illnesses. This goal can be achieved by understanding and applying the BUYER safety and occupational health principles:
- Occupational injury and illnesses can be prevented through safe work practices.
  - The BUYER is committed to preventing accidents and reducing exposure to hazards to a level that is as low as reasonably achievable (ALARA).
  - Management is responsible for providing a safe and healthy workplace.
  - Working safely is a condition of continued Hanford Site access.
  - All operations must be performed safely or not at all.
  - All workers must be trained, qualified, and equipped for the task to be performed.
  - All workers are responsible for performing Work in accordance with procedures, regulations, safety rules, and safe work practices.
  - Safety and health related deficiencies must be corrected promptly.
  - A clean and orderly workplace must be maintained.
- E. Unless specifically authorized in writing by the BUYER's authorized procurement representative identified in the body of this Subcontract, no Work shall begin until all requirements identified in these On-Site Work Provisions, as being required actions prior to start of Work, are met.

**ARTICLE 2.0 INTEGRATION OF ENVIRONMENT, SAFETY, HEALTH AND QUALITY (ESH&Q) INTO WORK PLANNING AND EXECUTION, DEAR 970.5223-1 (DEC 2000)**

**2.1 General**

- A. When performing Work 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 the Work. The SUBCONTRACTOR shall exercise a degree of care commensurate with the Work and the associated hazards. The SUBCONTRACTOR shall ensure that management of Environment, Safety, Health, and Quality (ESH&Q) functions and activities becomes an integral and visible part of the SUBCONTRACTOR's Work planning and execution processes. The SUBCONTRACTOR shall, prior to the performance of Work, ensure that:
1. Senior SUBCONTRACTOR management is actively engaged in the implementation, feedback, and improvement of the SUBCONTRACTOR's Safety Management System (System).
  2. SUBCONTRACTOR line management is responsible for the protection of employees, the public, and the environment from activities arising out of performance under this Subcontract.
  3. Clear and unambiguous lines of authority and responsibility for ensuring ESH&Q requirements are established and maintained at all organizational levels. This shall be documented and communicated to all SUBCONTRACTOR employees by the SUBCONTRACTOR.

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4. Employees shall possess the experience, qualifications, skills, training, and abilities that are necessary to execute their responsibilities under this Subcontract, including any applicable Occupational Safety and Health Administration (OSHA) requirements and standards.
5. Employees entering the Hanford Site or the BUYER-controlled facilities shall be dressed appropriately for the Work conditions and potential hazards as required by safety procedures and job hazard(s) analyses. When required by the BUYER policies or directives, personal protective equipment (hard hats, safety glasses, gloves, steel-toed shoes, etc.) must be worn as a condition of continued access to the Hanford Site.
6. Resources shall be effectively allocated to address ESH&Q programmatic and operational considerations. Protecting employees, the public, and the environment is a priority whenever Work is planned and performed.
7. Before Work is performed, the SUBCONTRACTOR shall evaluate foreseeable hazards, determine planned protective measures, and as required, address OSHA requirements and standards. These evaluations shall define the SUBCONTRACTOR competent persons and be prepared by a qualified individual and/or certified Professional Engineer (PE) where appropriate. SUBCONTRACTOR and the BUYER shall establish an agreed upon set of ESH&Q controls and requirements that, when properly implemented, provide adequate assurance employees, the public, and the environment are protected from adverse consequences.
8. The conditions and ESH&Q 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 ESH&Q requirements are 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.
9. Administrative and engineering controls to prevent and mitigate hazards are tailored to the Work being performed and any associated hazards. Emphasis must be on designing the Work and controls to reduce or eliminate the hazards, prevent accidents, and unplanned releases and exposures.
10. The SUBCONTRACTOR's employees shall be actively involved in the Safety Management System (System), job hazard analysis, and pre-job safety reviews where employees are informed of foreseeable hazards and planned protective measures. SUBCONTRACTOR employees shall have the authority to "Stop Work" if an unsafe event or condition is identified during the performance of the Work. "Stop Work" authorization is subject to the conditions specified under Article 11.0, Shutdown Authorization, of these provisions.
11. Open and effective communication shall exist between the SUBCONTRACTOR and the Buyer's Technical Representative (BTR) to support the management of ESH&Q issues and initiatives.
12. Workers, fieldwork supervisors, and management shall continually ensure the adequacy of work processes, procedures, and equipment and correct deficiencies when identified.

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- B. The SUBCONTRACTOR and lower-tier Subcontractors shall perform Work in a safe manner implementing the requirements of the BUYER's Worker Safety and Health Program; 10 CFR 851, as well as BUYER approved safety procedures and associated regulations that apply to this Work. The use of the BUYER System requires the SUBCONTRACTOR access to, knowledge-of, and use-of referenced requirements and procedures. The SUBCONTRACTOR shall obtain electronic access to these documents to ensure the latest approved version is being applied to the Work. These documents are available on the Internet at the [WRPS Procurement Website](#). The SUBCONTRACTOR shall also ensure that all requirements are flowed down to lower-tier Subcontractors and the employees have access to, fully understand, and comply with the BUYER safety procedures. Procedure compliance is mandatory for all Hanford Site Work activities.
- C. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire Safety Management System (System). Accordingly, the System shall be integrated with the SUBCONTRACTOR's business processes for Work planning, budgeting, authorization, execution, and change control.
- D. The SUBCONTRACTOR shall comply with, and shall cooperate with the BUYER in assuring compliance with, all applicable laws, regulations, and directives. The BUYER's authorized procurement representative has identified specific requirements applicable to this Work in this Subcontract. The SUBCONTRACTOR shall meet all these requirements, including any additional requirements, which the SUBCONTRACTOR identifies. The SUBCONTRACTOR shall cooperate with Federal and non-Federal agencies having jurisdiction over ESH&Q matters under this Subcontract. Where a conflict exists between regulations, requirements or standards, the SUBCONTRACTOR shall bring the conflict to the attention of the BUYER's authorized procurement representative, who shall resolve the conflict.
- E. The SUBCONTRACTOR shall promptly identify, evaluate, and communicate to the BUYER's authorized procurement representative any noncompliance with the Safety Management System (System). If the SUBCONTRACTOR fails to provide the necessary communication to the BUYER's authorized procurement representative or if, at any time, the SUBCONTRACTOR's acts or failure to act causes substantial harm or an imminent danger to the environment, health and safety of workers or the public, the BUYER may issue an order stopping Work in whole or in part. Any stop Work order issued by the BUYER under this provision (or issued by the SUBCONTRACTOR to a lower-tier Subcontractor) shall be without prejudice to any other legal or contractual rights of the BUYER. In the event that the BUYER issues a stop Work order, the BUYER must issue an order authorizing the resumption of the Work before Work may resume. The SUBCONTRACTOR shall not 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 good faith in accordance with this provision.
- F. The SUBCONTRACTOR is responsible for compliance with the ESH&Q requirements applicable to this Subcontract. The SUBCONTRACTOR is responsible for flowing down the ESH&Q requirements applicable to this Subcontract to all lower-tier Subcontractors to the extent necessary to ensure compliance. The SUBCONTRACTOR shall include a provision substantially the same as Article 2.1 of these provisions in all lower-tier Subcontracts for Hanford Site Work at a Government-owned or Government-leased facility.

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- G. In accordance with DOE Order 436.1, BUYER has established a Sustainability Program to identify actions and reporting requirements necessary for meeting DOE sustainability goals and related Federal requirements. The program covers waste minimization/pollution prevention, water conservation, electronic stewardship, environmentally preferred purchasing, energy efficiency, greenhouse gases, sustainable buildings, vehicle and fuel use, renewable energy, and land stewardship. SUBCONTRACTOR shall comply with and support program requirements applicable to the work.
  
- H. As prescribed in 10 CFR 851, the SUBCONTRACTOR and lower-tier Subcontractors that fail to comply with the BUYER safety procedures may be subject to financial penalties under this SUBCONTRACT.

**2.2 Specific Requirements**

**(Unless superseded by specific requirements elsewhere in this Subcontract, the SUBCONTRACTOR shall comply with the following minimum requirements.)**

- A. The BUYER safety requirements for the specific Work will be determined and be included in the Subcontract. The SUBCONTRACTOR shall identify and correct any hazardous or unsafe conditions, acts, or instances of noncompliance.
  
- B. Prior to commencing Work on the Hanford Site, the SUBCONTRACTOR shall identify a member of its staff as its designated “Safety Representative” to the BUYER’s authorized procurement representative, Buyer Technical Representative (BTR), and the BUYER’s Safety and Health Department for approval. This notification shall include documentation on the assigned worker’s qualifications and professional certifications. This worker shall have the authority and responsibility to ensure full compliance with the BUYER’s Safety Management System (System).
  
- C. During periods of active construction work, the SUBCONTRACTOR shall have a designated representative on the site who is knowledgeable of the project’s hazards and has full authority to act on behalf of the SUBCONTRACTOR
  
- D. The SUBCONTRACTOR shall obtain the following services from the Site Occupational Medical Contractor (SOMC): occupational medical evaluations, including return to work evaluations and work restriction reviews; medical surveillance evaluations; occupational primary care; health care center/first aid; work conditioning, care management, work site health programs including blood-borne pathogens and immunizations; behavioral health services, including employee assistance programs; and health information services, including services such as medical records and scheduling. The SUBCONTRACTOR shall coordinate these medical evaluations/services with the BUYER’s authorized procurement representative and the BTR. Additional information relating to SOMC scheduling can be found at SOMC Medical Exam Scheduling web link below (Subcontractor New Hire Scheduling Form, Scheduling Process Description, etc.):  
  

<http://health.rl.gov/page.cfm/scheduling>
  
- E. The SUBCONTRACTOR shall ensure that Environmental Health (EH) exposure monitoring equipment brought to the Hanford Site is calibrated, maintained, and operated in accordance with sound EH practices to ensure data obtained is legally and technically defensible. The SUBCONTRACTOR shall use the data collection forms provided, upon request by the

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SUBCONTRACTOR, by the BUYER's authorized procurement representative, the Buyer Technical Representative (BTR), or the BUYER's Safety and Health Department. At the request of the BUYER's authorized procurement representative, the SUBCONTRACTOR shall provide any additional calibration and maintenance history for the equipment to the BUYER. The SUBCONTRACTOR shall assure that samples collected in airborne contamination areas are submitted to nationally accredited analytical laboratories, approved to accept EH samples. Cost of replacement or decontamination of EH monitoring equipment that has been radiologically contaminated such that it cannot be released to the operator will be borne by the SUBCONTRACTOR.

- F. 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 BUYER'S authorized procurement representative. During high fire hazard periods, the SUBCONTRACTOR shall adhere to all restrictions for 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.
- G. The BUYER shall determine if a post-award/pre-job meeting is required. The scope of this meeting will be conducted on a graded approach based on the nature of the Work.
- H. SUBCONTRACTOR compliance with the current BUYER specified Hoisting and Rigging requirements and the Hanford Hoisting and Rigging Manual, DOE-RL-92-36 are required. The SUBCONTRACTOR may submit an equivalent SUBCONTRACTOR procedure to the BUYER's authorized procurement representative for BUYER approval prior to commencing Work.
- I. The SUBCONTRACTOR shall perform electrical work de-energized, except for testing and troubleshooting governed by the Hanford Site Electrical Safety Program, DOE-0359. The SUBCONTRACTOR may submit an equivalent procedure to the BUYER'S authorized procurement representative for BUYER approval. All SUBCONTRACTOR workers performing electrical work shall possess a current electrician's license issued by the State of Washington.
- J. The SUBCONTRACTOR and lower-tier Subcontractors shall support the conduct of Independent Oversight and Performance Assurance Program appraisals (e.g., inspections, follow-up reviews, focused reviews, and special studies) at sites under their cognizance. This support shall comply with DOE Order 470.2B, Attachment 2 and the SUBCONTRACTOR shall ensure that this requirement is included in all lower-tier Subcontracts.

**2.3 Required Notifications**

- A. The SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative and the BUYER's Safety and Health Department of any occupational injury or illness.
- B. The SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative, Buyer Technical Representative (BTR), and the BUYER's Safety and Health Department for any deviation from a planned or projected activity that has a potential environmental, health, safety, or quality significance. As part of this notification, all employees

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involved in the Work are required to understand the process of reporting any unplanned hazards during performance.

- C. The SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative and the BUYER's Safety and Health Department of any employee occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards), harmful physical agents (e.g., noise, laser light, ergonomic, etc.), or hazards, that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL), or trigger level, the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV), or 10 CFR 835 Occupational Radiation Protection Standards.
- D. The SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative and BTR of any requests from or notifications to external agencies and regulators, required as a result of worker exposure.
- E. The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative, BTR who will coordinate with the appropriate Environmental, Safety Personnel and Safety and Health Department, not less than five (5) working days prior to delivering any equipment to the Tank Farms of the type indicated below. The BTR will arrange for a safety inspection, as required. Equipment that the BUYER Safety and Health Department may perform a safety inspection includes, but is not limited to, the following:
- Cranes, derricks, hoists, forklifts and man-lifts.
  - Earth moving equipment.
  - Off-highway motor vehicles.
  - Pile driving equipment.
  - Rock drilling, core drilling, well drilling, and similar equipment.
  - Pressure vessels and/or equipment supplied with pressure vessels, either fired or unfired.
  - Equipment employing "laser" techniques.
  - Power-actuated tools.
  - Engines (e.g., generators, light plants, compressors) subject to Environmental Requirements.
  - Portable powered equipment (e.g., generator, compressor, platform lift, powered industrial truck [PIT], etc.) that will be utilized/relocated for use on site.
- F. The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative and BTR not less than five (5) working days prior to delivering or removing storage units or mobile offices from the Hanford Site. Notification shall include the SUBCONTRACTOR providing the following documents:
1. A copy of the item's data sheet, including model number, type, construction material, correct building number, and indication of registry with the Hanford site-wide facility tracking system.
  2. A copy of the latest maintenance and inspection record.
  3. Documentation indicating that a walk down with the cognizant Building Services personnel have been accomplished and any BUYER directed compliance actions deemed necessary prior to use or occupancy have been completed.

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- G. The SUBCONTRACTOR shall provide the following documents with the equipment to be inspected at least ten (10) working days prior to the Work commencing. This includes associated worker qualifications and certification requirements.
1. A copy of the latest maintenance and certified inspection (as applicable) with expiration date.
  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. Qualification records and certifications for operators, riggers, and rigging engineers. All training and qualification submittals shall comply with the appropriate requirements of the Hanford Hoisting and Rigging Manual, DOE-RL-92-36.

Equipment presented for inspection shall have all required protective equipment installed when inspected by BUYER. Warnings and postings shall also be in place to ensure all equipment is maintained and operated in a safe and effective manner.

- H. The SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative, Buyers Technical Representative (BTR), and the BUYER's Safety and Health Department following any abnormal Hoisting and Rigging event, and prior to any critique, fact finding meeting, or incident investigation.

**2.4 Investigation Support**

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

**2.5 Reporting and Record Keeping**

- A. If the SUBCONTRACTOR's Hanford Site workforce includes ten (10) or more workers, or if the SUBCONTRACTOR's Work involves the use of equipment as listed in these provisions, the SUBCONTRACTOR shall maintain a log and summary of all recordable occupational injuries and illnesses. For this purpose, OSHA Form Number 300 shall be used. The log and summary shall be completed in the detail provided in the Form and instructions on OSHA Form Number 300, in compliance with Occupational Safety and Health Standards 29 CFR 1904.
- B. The SUBCONTRACTOR shall report, upon identification, any abnormal or suspected abnormal event or condition that meets the reporting requirements contained in DOE M 231.1-2 to the

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BUYER's authorized procurement representative. This notification to the BUYER's authorized procurement representative shall be immediately transmitted verbally with a formal written follow-up as soon as practicable. An event is generally real-time (e.g., pipe break, valve failure, loss of power, environmental spill, earthquake, tornado, flood) where a condition is any as-found state, whether or not resulting from an abnormal event, that may have adverse safety, health, quality assurance, operational, or environmental implications. A condition is generally programmatic in nature but not inclusively programmatic. As example, errors in analysis or calculation, anomalies associated with design or performance, or items indicating a weakness in the management process are all examples of conditions.

- C. If the SUBCONTRACTOR's Hanford Site work force includes ten (10) or more workers, the SUBCONTRACTOR shall submit to the BUYER's authorized procurement representative by the fifth (5th) working day of each month an accounting of the injuries/illnesses in connection with the Work performed under this Subcontract. The report shall identify the SUBCONTRACTOR's name, Subcontract number, and total number of workers and hours worked by the SUBCONTRACTOR on the Hanford Site during the month.
- D. The SUBCONTRACTOR shall report any unusual occurrence to the BUYER's authorized procurement representative or designee. An Unusual Occurrence is any deviation from the planned or projected behavior or course of events in connection with any operation if the deviation has safety, health, or environmental protection significance.
- E. The SUBCONTRACTOR shall provide the BUYER's authorized procurement representative or designee, copies of safety inspections, audits, and assessments performed under this Subcontract. In addition, the SUBCONTRACTOR shall provide to the BUYER all worker occupational exposure records. Worker 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's authorized procurement representative or designee shall provide the SUBCONTRACTOR the appropriate exposure data collection forms. Title to worker occupational exposure records shall be vested with the Government.
- F. The BUYER's Employee Concerns Program is available for use by all SUBCONTRACTOR employees on the Hanford Site for the reporting of issues and concerns related to safety, health, environmental protection, quality, security or illegality. Issues should be raised through the management chain if possible, or made directly to the Employee Concerns Office at phone numbers posted throughout the Hanford Site. Concerns may also be submitted anonymously by calling (509) 373-5444.

#### **2.6 Site-Wide Qualification and Training**

- A. The SUBCONTRACTOR shall ensure that its workers meet and maintain the appropriate training, qualification, and certification requirements for the Work. BUYER-specific training requirements to safely perform this Work will be identified by the BUYER's authorized procurement representative or BTR, in accordance with the Tank Farm SUBCONTRACTOR Qualification and Training Plan. The SUBCONTRACTOR shall ensure that training requirements are identified, understood, and workers are trained prior to initiating Work under this Subcontract.

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- B. The SUBCONTRACTOR, at the request of the BUYER's authorized procurement representative, shall provide a list of qualified SUBCONTRACTOR employees and associated documentation, including certifications, to demonstrate the SUBCONTRACTOR employees meet the necessary qualifications required under this Subcontract.
- C. The SUBCONTRACTOR shall be charged for any SUBCONTRACTOR employees that are no-shows at scheduled training classes, unless the BUYER's Training BTR is notified at least three (3) working days in advance of the scheduled training class. Contact information for the BUYER's Training BTR will be provided, upon SUBCONTRACTOR's documented request, by the BUYER's authorized procurement representative. The no-show fee shall be based on the actual cost identified by the BUYER's Training organization for each occurrence and be offset from any pending SUBCONTRACTOR invoice. Refund of charges, previously collected, will not be made after the date of final payment to the SUBCONTRACTOR.

**2.7 Site Deliveries**

- A. The 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 employee delivering to the Hanford Site or to a BUYER-controlled facility shall 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 employee for unsafe conditions or practices.

**ARTICLE 3.0 HAZARDOUS MATERIALS/WASTE**

- A. Hazardous materials used and hazardous waste generated on the Hanford Site by the SUBCONTRACTOR shall be transported, managed, handled, and otherwise treated, stored and disposed of in accordance with (i) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (ii) applicable BUYER Policies and Procedures; and (iii) SUBCONTRACTOR's established handling and management procedures, which are subject to review and approval by the BUYER's authorized procurement representative prior to the SUBCONTRACTOR starting the Work activity. The BUYER also reserves the right to review and approve the use of hazardous materials prior to use by the SUBCONTRACTOR on the Hanford Site and require product substitution of less hazardous or non-regulated materials. The SUBCONTRACTOR shall minimize waste generation and prevent pollution as practicable.
- B. Safety Data Sheets (SDS) / Material Safety Data Sheets (MSDS) for hazardous chemicals, as defined by 29 CFR 1910.1200, which will be used during the Work activity, shall be provided five (5) 5 working days prior to use on the Hanford Site for BUYER approval. These documents shall be submitted to the BUYER's authorized procurement representative. The SUBCONTRACTOR shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought on the Hanford Site, types of containers, and locations of storage) to the BUYER's authorized procurement representative. The SUBCONTRACTOR shall also make available at each location, and review with its employees, information contained in the Hanford SDS/MSDS system for the hazardous materials to be used. The SUBCONTRACTOR shall also make this information available to co-located employees of other subcontractors where there is a potential for hazardous

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exposure. (Usual locations include entry to workplace storage locations as well as places where material is being used). The requirement to review the SDS/MSDS prior to use is limited to the employees actually using the applicable material.

- C. All SUBCONTRACTOR excess hazardous materials and/or chemicals shall be removed from the job site upon completion of the Work. For hazardous materials and/or chemicals procured under the Subcontract where BUYER intends to maintain custody, a current inventory shall be provided to the BUYER's authorized procurement representative for disposition and/or excessing prior to the SUBCONTRACTOR exiting the Hanford Site. BUYER must pre-approve acceptance of the materials before maintaining custody. BUYER has the right to not accept materials. SUBCONTRACTOR shall provide a written inventory of chemical(s) including the description and estimated quantity that is/are intended to be transferred to the BUYER for custody.
- D. The SUBCONTRACTOR is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (i) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (ii) applicable BUYER Policies and Procedures. Notwithstanding this provision, the BUYER can, at SUBCONTRACTOR's expense, assume responsibility for conducting remediation.

**ARTICLE 4.0 SECURITY**

**4.1 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 obtain a DOE Personal Identity Verification (PIV) security badge or the green Hanford Local Site Specific Only (LSSO) security badge, then the SUBCONTRACTOR will perform pre-employment background checks and U.S. citizenship verification checks in accordance with DOE Order 473.3, Protection Program Operations (Supplemented Rev. 0) and MSC-PRO-SEC-366, Personnel Suitability Investigations.
- B. SUBCONTRACTOR personnel needing only the black LSSO security badge will be vetted in accordance with the policies of the hiring subcontractor, however, SUBCONTRACTOR remains responsible for ensuring only safe, reliable, and drug free SUBCONTRACTOR employees are submitted to BUYER for security badge approval.

**4.2 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.
- 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. BUYER shall be notified of status.

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- C. Any worker assigned to Work in a Protected; Limited or Property Protection Area or any BUYER facility shall be required to wear a security badge identifying the worker. The SUBCONTRACTOR shall comply with all badging, training, and procedural requirements, as directed by the BUYER's authorized procurement representative. The security badge shall be worn in plain view, above the waist, and on the front of the body. The identification badge 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. The BUYER's authorized procurement representative will authorize security badges for all SUBCONTRACTOR workers who have undergone proper pre-employment and citizenship screening as outlined in Article 4.1 above. Security badges will be issued/approved by the Central Badging Office, after successful completion of Hanford General Employee Training (HGET) at location(s) and schedule(s) provided by the BUYER's authorized procurement representative and if applicable, after successful completion of the Hanford Site Orientation. The SUBCONTRACTOR's employees shall provide BUYER the complete name (as it appears on the photo identification used), business address, social security number, country of citizenship, birth date, and the individual(s) city and state of birthplace of the individual(s) requiring a security badge(s). This shall be provided at least two (2) working days prior to the date that the employee(s) require(s) the security badge(s) for Work performance. Each employee requiring a badge must appear in person with acceptable photo identification to identify themselves to obtain the security badge. The REAL ID Act is enforced on the Hanford Site. For details, refer to [https://www.hanford.gov/files.cfm/Hanford\\_Badge\\_Real\\_ID\\_fact\\_sheet.pdf](https://www.hanford.gov/files.cfm/Hanford_Badge_Real_ID_fact_sheet.pdf) or <http://www.dhs.gov/real-id-enforcement-brief>. 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 [https://www.hanford.gov/files.cfm/Hanford\\_Badge\\_Real\\_ID\\_fact\\_sheet.pdf](https://www.hanford.gov/files.cfm/Hanford_Badge_Real_ID_fact_sheet.pdf)
- E. The SUBCONTRACTOR shall identify and obtain BUYER approval prior to allowing access and/or a Hanford Site security badge to a foreign national. Requests for foreign national security badge(s) shall be made to the BUYER's authorized procurement representative ten (10) working days prior to the start of visit/assignment by a national of a non-sensitive country to non-sensitive facilities, or thirty (30) days prior for a sensitive country national, or access to sensitive facilities.
- F. 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.
- G. If a SUBCONTRACTOR employee loses a badge, they 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).
- H. SUBCONTRACTOR employees must be current with minimum site access training requirements to be issued a security badge.
- I. Upon completion of the SUBCONTRACTOR's Work, and before final payment shall be made, all badges issued to the SUBCONTRACTOR shall be returned to the issuing office or as otherwise

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directed by the BUYER's authorized procurement representative. A fee of \$1,000 shall be charged and be offset from any pending SUBCONTRACTOR invoice for each security badge not returned. Refund of charges, previously collected for security badges subsequently found will not be made after the date of final payment to the SUBCONTRACTOR.

**4.3 Prohibited Articles**

- A. The SUBCONTRACTOR's employees shall not personally carry, or otherwise transport or transfer, certain items of personal property onto the Hanford Site or any GOVERNMENT-owned or leased facility on which the SUBCONTRACTOR is performing Work under this Subcontract. The items considered to be prohibited are specified in this provision. This list is not intended to be comprehensive nor complete. For clarification of any questionable item, the SUBCONTRACTOR shall contact the BUYER's authorized procurement representative prior to carrying, or otherwise transporting or transferring such item onto the Hanford Site or any Government-owned or leased facility.

The following items are prohibited articles anywhere on the Hanford Site or site-associated facilities:

1. Dangerous weapons
2. Ammunition
3. Explosives
4. Incendiary devices
5. Arrows
6. Controlled substances, to include marijuana (e.g., illegal drugs and associated paraphernalia, but not prescription medication)
7. Alcoholic beverages: Any intoxicating beverage or liquor containing alcohol, including "near" and "non-alcoholic" beer to include "energy drinks" which identify alcohol as an ingredient (Alcoholic beverages are not prohibited if used at officially sanctioned events in accordance with SUBCONTRACTOR policies and procedures in locations designated as Public Access Areas.)
8. Any items prohibited by law
9. Certain knives as defined below

**Prohibited**

- a. Spring blade knife, or any knife that the blade automatically releases 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.

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- b. Knives, folding or straight blade, with a blade exceeding four (4) inches in length.
- c. Arrows, swords, machetes, hatchets, axes, straight razors, and similar cutting devices.

**Exceptions**

- a. A knife in possession of an employee that is recognized as a tool designed for use by the employee in performance of Subcontract Work.
- b. 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.

In addition to the items listed above, the following privately owned property items are prohibited within Limited, Protected, Material Access Areas:

1. Radio frequency transmitting equipment
2. Cellular telephones;
3. eReaders (e.g., Nook, Kindle)
4. 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, Smart devices (e.g., iPhone, Blackberry, Android, etc.), personal electronic devices and Intermec property inventory devices.
5. Recording equipment (audio, video, and data);
6. Cameras (still, motion picture, video);
7. Electronic equipment with a data exchange port capable of being connected to automated information system equipment;
8. Personal protective sprays (e.g., mace, pepper spray, etc.) are prohibited within protected and material access areas.

NOTE 1: Government provided desktop computers are not considered controlled articles.

NOTE 2: Devices or media that are unable to record, read, or transmit data, as stand-alone units are not considered controlled articles. These include, but are not limited to floppy disks, CDs, removable hard drives, pen drives, and flash drives.

NOTE 3: Flash drives (e.g., thumb drives, memory sticks, and USB flash drives) are considered controlled articles and prohibited in rooms where classified information is processed.

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NOTE 4: Closed-circuit television cameras used for monitoring plant equipment or operations are not considered controlled articles.

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:

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

NOTE: Hanford Patrol is authorized to search all persons, vehicles, and hand-carried items and to confiscate any prohibited/controlled articles not listed on a valid prohibited/controlled article pass.

Each person who possesses, transports, or uses prohibited/controlled articles must have a **valid prohibited/controlled article pass** in his/her possession that lists each item and the security area(s) into which each item is authorized, e.g., Canister Storage Building, 3212 Vault, etc. Each function of a listed item must be identified, i.e., a PDA with a cellular telephone function must list both PDA and cellular telephone.

- B. If the SUBCONTRACTOR needs any kind of prohibited item to meet a requirement of this Subcontract, the SUBCONTRACTOR shall contact the BUYER's authorized procurement representative five (5) working days prior to bringing any of the above items on the Hanford Site for guidance in acquiring the necessary property pass.
- C. The SUBCONTRACTOR 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 any associated Government-facilities.

**4.4 Personnel Security Qualifications**

- A. If Work to be performed under this Subcontract requires SUBCONTRACTOR employees to acquire, or be granted, security clearances, certain information may be required to permit the Government to grant the clearance(s). Typical information includes, but may not be limited to, the following:
  - 1. Verification of United States 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 five (5) years;
  - 4. Personal references;

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5. Local law enforcement checks when state or local law, statute, or regulation does not prohibit such checks.
- B. When a security clearance will be required, the SUBCONTRACTOR's personnel job qualifications and suitability must be established before a request is made to the BUYER's authorized procurement representative for a security clearance. The SUBCONTRACTOR's employee that is selected will be subject to a Government background investigation and must meet eligibility requirements for access to classified matter.
- C. When SUBCONTRACTOR personnel are being hired specifically for a position, which shall require a Government security clearance, the employee shall not be placed in that position prior to the security clearance being granted by the Government.
- D. The SUBCONTRACTOR is responsible for maintaining satisfactory standards for worker qualifications, performance, conduct, and business ethics under its own personnel policies.

**ARTICLE 5.0 MEDICAL EVALUATIONS**

- A. The BUYER may require SUBCONTRACTOR's employees to undergo medical evaluations, which may include medical qualification and medical monitoring, at BUYER's expense, excluding requirements contained in Article 12.0 (DEAR 970.5223-4 - Workplace Substance Abuse Programs at DOE Sites - DEC 2000). The medical evaluation requirements will be communicated to the SUBCONTRACTOR through the BUYER's authorized procurement representative specified in the Subcontract.
- B. The Site Occupational Medical Contractor (SOMC) shall perform all medical examinations required for performance of this Work.
- C. In the event that the SUBCONTRACTOR worker is determined medically unable to safely perform the assigned Work, the SUBCONTRACTOR shall be responsible for reassigning the worker, providing the appropriate accommodations, or providing qualified replacement workers as required by the BUYER.
- D. The SUBCONTRACTOR shall provide the Subcontractor Employee termination notice in an email to the SOMC Scheduler ([OMC\\_Scheduler@rl.gov](mailto:OMC_Scheduler@rl.gov)), the Authorized Procurement Representative, and the BTR. The email notice shall contain the employee's full name, HID number, job classification, and date of planned termination. The SUBCONTRACTOR shall make every attempt to provide the email notice at least seven calendar days prior to a planned employee termination. Additionally, the SUBCONTRACTOR shall evaluate the Subcontracted Employee's EJTA Hazards and then offer the Subcontracted Employee a SOMC Termination Physical Exam or an appointment for a SOMC Separation Questionnaire based on those hazards. The SUBCONTRACTOR shall document this on the WRPS "Subcontractor Employee Termination Form," or a Buyer approved equivalent. The completed executed form shall be submitted in an email to the authorized procurement representative and the BTR.
- E. Any work performed by the terminating SUBCONTRACTOR employee after the Termination Physical Exam shall be light duty work activities.

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- F. The SUBCONTRACTOR shall be charged for any SUBCONTRACTOR employees that are no-shows at the scheduled medical evaluations, unless SOMC and the authorized procurement representative are notified three (3) working days in advance of the scheduled appointment. The no-show fee shall be \$500 for each occurrence and be offset from any pending SUBCONTRACTOR invoice.

**ARTICLE 6.0 RADIATION PROTECTION**

- A. The SUBCONTRACTOR shall ensure that all workers and other persons under its control comply with the requirements of the BUYER Radiation Protection Program, as implemented by the Tank Farm Radiological Control Manual, and procedures pertaining to control of radiation and/or contamination as set forth herein. If the Subcontract involves Work in areas that are controlled for radiological purposes, the SUBCONTRACTOR workers shall undergo required BUYER radiological training and/or orientation or be escorted by qualified personnel.
- B. SUBCONTRACTORS performing radiological work for the BUYER shall develop an As Low as Reasonably Achievable (ALARA) Policy statement endorsed by the SUBCONTRACTOR's Senior Executive(s). The ALARA Policy shall be issued in writing to the SUBCONTRACTOR's workers and the BUYER's authorized procurement representative. The SUBCONTRACTOR's line management shall be held responsible assuring strict adherence to the policy. This policy shall comply with all BUYER ALARA policies and procedures.
- C. The BUYER's requirement is to conduct worker surveys immediately upon exiting a contamination area, high contamination area, radiological buffer area established for contamination control, or airborne radioactivity area. The SUBCONTRACTOR's agree that its workers shall submit to such a survey and, if necessary, decontamination procedures.
- D. The BUYER shall conduct radiological surveys for the release of equipment, tools, or other personal property brought into areas controlled for radiological purposes. SUBCONTRACTOR shall understand that any material or equipment brought into Tank Farm Contamination Areas without BUYER approval may not be released, depending on the BUYER's determination of eligibility for release. Prior to approved equipment and material being brought into Tank Farm Contamination Areas, the BUYER will draft a Material and Equipment Survey Plan in coordination with the SUBCONTRACTOR. The BUYER assumes no liability for such materials or equipment that have not been approved and do not have a Material and Equipment Survey Plan for the specific piece of equipment or material. The BUYER shall decontaminate, destroy or dispose of such unapproved contaminated property at the expense of the SUBCONTRACTOR.
- E. The SUBCONTRACTOR shall obtain the BUYER's Radiological Control approval through the authorized procurement representative five (5) working days in advance to bringing a radioactive source, radiation generating device or radiation monitoring instrumentation that utilizes a radioactive source as a check source, "Keep Alive" source or stabilization seeds on the Hanford Site. The approval request must contain the off-site company name, US NRC or agreement state license requirements including proof of training and training topics, copies of emergency and operating procedures, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rates, whether the source is shielded or unshielded, the location of source while on the Hanford Site, the custodian of the source (point of contact), and the expected arrival and departure dates. The SUBCONTRACTOR will notify the BUYER's authorized procurement representative in writing when the source has been removed from the Hanford Site.

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- F. In the event that efforts under this Subcontract involve Work in areas controlled for radiological purposes or result in routine exposure to radioactive materials, in-vivo/in-vitro radiation bioassays may be required before, during and after the Work. The need for a radiation bioassay will be determined based on evaluations by the BUYER's Radiation Control organization and the BUYER's cognizant project management. These requirements will be controlled through the radiation work permit or work control process. The Hanford Radiological Site Services contractor shall perform all in-vivo/in-vitro radiation bioassay required for performance of this Work. The BUYER shall provide in-vivo/in-vitro radiation bioassays at no cost to the SUBCONTRACTOR. Individual occupational exposure records generated in the performance of this Subcontract will be maintained by the Hanford Radiological Site Services contractor. The radiation doses received by the SUBCONTRACTOR's workers will be reported to the individual at the conclusion of the Subcontract or calendar year.

For an end of assignment (EA) termination bioassay, the SUBCONTRACTOR shall immediately contact the BUYER to schedule the appropriate EA termination bioassay for the SUBCONTRACTOR worker who has terminated Work at the site. Additionally, the SUBCONTRACTOR is responsible to contact the Buyer's authorized procurement representative to ensure the dosimetry closeout process has been completed properly.

The SUBCONTRACTOR shall be charged \$1,000 for any SUBCONTRACTOR workers that are no-shows at any scheduled in-vivo/in-vitro radiation bioassay examination or for not properly completing the dosimetry closeout process as required, unless otherwise approved by the BUYER's authorized procurement representative. The charge for each occurrence will be offset from any pending SUBCONTRACTOR invoice for each missed examination and/or failure to properly complete the dosimetry closeout process. Refund of charges, previously collected, will not be made after the date of final payment to the SUBCONTRACTOR.

- G. Each worker of the SUBCONTRACTOR may be issued a radiation dosimeter for performance of the Work under this Subcontract. Radiation dosimeters will be issued in accordance with BUYER procedures. The following radiation dosimetry requirements apply to all SUBCONTRACTOR workers issued radiation dosimeters:
1. SUBCONTRACTOR agrees to comply with approved BUYER procedures for assignment, wearing, and return of radiation dosimeters.
  2. If a Subcontract performance period extends beyond the last Friday of the current calendar year, arrangements for issuance of a new radiation dosimeter must be made through BUYER before that date.
  3. Radiation dosimeters, which expire at the end of a calendar year, must be returned by January 15 of the next calendar year.
  4. All other issued radiation dosimeters must be returned within thirty (30) calendar days after the completion of the Work or prior to final payment under the Subcontract, whichever is earliest.

Upon completion of the SUBCONTRACTOR's Work, and before final payment shall be made, all dosimeters issued to the SUBCONTRACTOR shall be returned to the issuing office or as otherwise

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directed by the BUYER's authorized procurement representative. A fee of \$1,000 shall be charged and be offset from any pending SUBCONTRACTOR invoice for each dosimeter not returned during performance or completion of this Subcontract as prescribed in this provision. Refund of charges, previously collected for dosimeters subsequently found, will not be made after the date of final payment to the SUBCONTRACTOR.

- H. Instruments used by the SUBCONTRACTOR for radiological monitoring must be approved by the BUYER's Radiological Control organization. This approval shall be obtained by the SUBCONTRACTOR through the BUYER's authorized procurement representative.

**ARTICLE 7.0 SUBCONTRACTOR FURNISHED MATERIALS AND/OR PROPERTY**

- A. If the SUBCONTRACTOR is required to furnish, and bring on the Hanford Site, its own materials and property, the SUBCONTRACTOR shall contact the BUYER's authorized procurement representative five (5) working days prior to bringing the items onto the Hanford Site. The BUYER's authorized procurement representative shall arrange for the SUBCONTRACTOR to provide a detailed inventory of materials and/or property to the BUYER/BTR before the SUBCONTRACTOR may bring non-Government owned materials and/or property onto the Hanford Site or to take such material and/or property off the Hanford Site. SUBCONTRACTOR-owned materials, property, and tools shall be marked conspicuously as the SUBCONTRACTOR's and shall be segregated from DOE-owned materials, property, and tools to the extent practicable.
- B. The SUBCONTRACTOR shall not bring to the Tank Farms nor use beryllium alloy tools in the performance of the Work.
- C. If the SUBCONTRACTOR is required to lease and/or furnish mobile offices, mobile trailers and/or mobile storage facilities (i.e., shipping containers) to perform the Work on the Hanford Site, the SUBCONTRACTOR shall contact the BUYER's authorized procurement representative five (5) working days prior to transporting these items to the Hanford Site. The BUYER's authorized procurement representative shall arrange for the completion of the documentation identified in Section 22.3.F of these provisions with the BUYER's Building Services personnel (Facilities and Property Management). The SUBCONTRACTOR-owned or leased items shall be marked conspicuously as the SUBCONTRACTOR's.

**ARTICLE 8.0 INSURANCE**

- A. The SUBCONTRACTOR, as required, shall procure and maintain at its own expense, the insurance policies and coverage limits described below unless waived in writing by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall ensure that lower-tier Subcontractor agreements, at a minimum, duplicate the insurance policies and coverage limits required of the SUBCONTRACTOR, if lower-tier Subcontractors will perform Work at the Hanford Site, unless waived by the BUYER's authorized procurement representative. The 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.

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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 The 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 3endorsements attached.
4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the Work to be performed under this Subcontract.
5. The SUBCONTRACTOR shall furnish the BUYER's authorized procurement representative an insurance certificate with satisfactory evidence of SUBCONTRACTOR provided insurance, unless waived in writing by the BUYER's authorized procurement representative prior to commencing Work under this Subcontract. A provision shall be included in the insurance coverage that provides at least thirty (30) days prior written notice is given to the BUYER's authorized procurement representative in the event of cancellation or material change. In addition, the following requirements apply: (i) coverage evidenced by SUBCONTRACTOR provided insurance policies shall be primary; (ii) such policies shall contain a Separation of Insured clause and Waiver of Subrogation in favor of the BUYER and the Government; and (iii) the SUBCONTRACTOR shall name the BUYER and the Government as additional parties insured on all such policies.

**ARTICLE 9.0 EMERGENCY MANAGEMENT**

- A. The SUBCONTRACTOR performing Work on the Hanford Site shall comply with the portions of the Hanford Emergency Management Plan (DOE/RL-94-02 current revision) applicable to the Work being performed.
- B. The Manager, U.S. Department of Energy, Office of River Protection (DOE-ORP) or designee shall have sole discretion to determine when an emergency situation exists as a result of facility operations within the physical boundaries defined in this Subcontract affecting personnel, public health, safety, the environment, or security. The Manager, Richland Operations Office, or designee has the discretion to determine when an emergency condition exists elsewhere on the Hanford Site that may affect DOE-ORP employees. In the event the Manager, DOE-ORP, or designee, determines such an emergency exists, the Manager, DOE-ORP, or designee, will have the authority to direct any and all activities of the SUBCONTRACTOR and lower-tier Subcontractors necessary to resolve the emergency situation. The Manager, DOE-ORP, or designee may direct the activities of the SUBCONTRACTOR and lower-tier Subcontractors throughout the duration of the emergency.
- C. The SUBCONTRACTOR shall include this clause in all lower-tier Subcontracts for Work performed at the Hanford Site.

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**ARTICLE 10.0 SHUTDOWN AUTHORIZATION**

- A. In the event of a specific imminent environmental, health, or safety hazard, identified by facility line management, U.S. Department of Energy (DOE) Facility Representatives, operators, or facility health and safety personnel overseeing facility operations, the individual or group identifying the specific imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard. This shall be accomplished by directing the operator/implementer of the activity or process causing the imminent hazard to shutdown the activity or the facility or by initiating emergency response actions or other actions to protect the health and safety of the workers and the public and to protect Government facilities and the environment. Government-designated Facility Representatives provide technical oversight of operations to help line management ensure that the facilities are operated in a safe, healthful, and environmentally acceptable manner in accordance with DOE Orders and other requirements. As such, these individuals have “Stop Work” and “Shutdown Authorization” authority.

In the event an imminent environmental, health, or safety hazard is identified, the individual or group that identified the hazard shall coordinate with an appropriate SUBCONTRACTOR official, who will direct as needed, broader shutdown actions or other actions, as required. Such mitigating actions shall be subsequently coordinated with the Manager, Office of River Protection, the facility/site DOE management, and the facility/site SUBCONTRACTOR management. The shutdown direction shall be promptly confirmed in writing from the cognizant BUYER’s authorized procurement representative.

This authority is in addition to the provision entitled Integration of Environment, Safety, Health and Quality (ESH&Q) into Work Planning and Execution.

- B. In the event of a non-imminent environmental, health, or safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential environmental, health or safety hazard may recommend corrective action or facility shutdown. However, the recommendation must be coordinated with the SUBCONTRACTOR management at the facility, the responsible DOE Manager, and the Manager, Office of River Protection. Any written direction to shutdown operations will be issued in coordination with the BUYER’s authorized procurement representative.
- C. After shutdown by DOE, an operation or facility may become operational only after receiving written authorization from the Manager, Office of River Protection, or his delegated authority, in coordination with the BUYER’s authorized procurement representative.
- D. The SUBCONTRACTOR shall provide in its procurement system policies, practices, and procedures for the flow down of appropriate requirements of this provision to lower-tier Subcontractors performing Work on the Hanford Site, or at a Government-owned or leased facility. Such lower-tier Subcontracts shall be provided the right to “Stop Work” under the conditions described under this Article.

**ARTICLE 11.0 SUPPLEMENTAL TERMS & CONDITIONS**

**DEAR 970.5223-4 - WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES  
(DEC 2000) – (Applicable only if invoked in the Subcontract’s Statement of Work)**

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- A. The SUBCONTRACTOR shall, consistent with 10 CFR Part 707, Workplace Substance Abuse Programs at Government-sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program, as required. General requirements are for Subcontracts with a value of \$25,000 or more and work involves (1) access to or handling of classified information or special nuclear materials; (2) high risk of danger to life, the environment, public health and safety, or national security; (3) possession of an “L” or “Q” Clearance to perform the Work; or (4) transportation of hazardous materials to or from a Government-site. The SUBCONTRACTOR, prior to commencing work will submit its workplace substance abuse program to the BUYER’s authorized procurement representative for approval.
- B. In addition to any other remedies available to BUYER, the SUBCONTRACTOR’s failure to comply with the requirements of 10 CFR Part 707 or to perform in a manner consistent with its approved program may render the SUBCONTRACTOR subject to the suspension of Subcontract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- C. The SUBCONTRACTOR agrees to notify the BUYER’s authorized procurement representative reasonably in advance of, but not later than thirty (30) days prior to, the award of any lower-tier Subcontract the SUBCONTRACTOR believes may be subject to the requirements of 10 CFR Part 707.
- D. The SUBCONTRACTOR shall be subject to the provisions of 10 CFR Part 707 and agrees to develop and implement a Workplace Substance Abuse Program that complies with the requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at Government-sites. The BUYER will review and approve each SUBCONTRACTOR’s program, and shall periodically monitor the SUBCONTRACTOR’s implementation of the program for effectiveness and compliance with 10 CFR Part 707.
- E. The SUBCONTRACTOR agrees to include, and require that the inclusion of, the requirements of this clause in all lower-tier Subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707.

**DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)**

- A. The SUBCONTRACTOR shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR Part 708 for Work performed on behalf of the Government directly related to activities at Government-owned or leased sites.
- B. The SUBCONTRACTOR shall insert or have inserted the substance of this clause including this paragraph (B) in Subcontracts at all tiers, for lower-tier Subcontracts involving work performed on behalf of GOVERNMENT directly related to activities at Government-owned or leased sites.

**COLLECTIVE BARGAINING AGREEMENTS**

- A. The SUBCONTRACTOR shall use its best efforts to ensure that collective bargaining agreements negotiated under this Subcontract contain provisions designed to assure continuity of services. All such agreements entered into during the Subcontract period of performance should provide

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that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The SUBCONTRACTOR shall include the substance of this provision in any lower-tier Subcontracts for protective services or other services performed on the U.S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

**HANFORD SITE RECREATION POLICY**

- A. The SUBCONTRACTOR shall comply with the Hanford Site Recreational Policy, which is provided on the WRPS procurement external website. The SUBCONTRACTOR shall flow-down the applicable requirements to all lower-tier Subcontractor.

**ADDITIONAL CLAUSES**

The following clause is incorporated by reference. The general intent of this provision is to incorporate into the Subcontract required Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) flow down clauses, and any other State or Federally-mandated contract clauses, which are required to be so incorporated either by the FAR, DEAR, the BUYER's Prime Contract or the applicable State or Federal law. To reference the cited FAR and DEAR flowdown clauses, the following web addresses are provided:

<http://farsite.hill.af.mil/http://farsite.hill.af.mil/vfdoea.htm>

**DEAR 970.5204-3, Access to and Ownership of Records (Oct 2014).**