

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.2 SECTION 8(a) DIRECT AWARD (FAR 52.219-11)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Energy. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Boise District Office
380 East Parkcenter Blvd., Suite 330
Boise, ID 83706
SBA Requirement No. 1087-11-101271

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees:
 - (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
 - (2) It will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted with the offer for this Contract are, by reference, hereby incorporated in and made a part of this Contract.

H.4 HEALTH AND SAFETY REQUIREMENTS

- (a) The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.
- (b) The Contractor shall comply with Hanford Site requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- (c) Contractor employees who require access to Hanford Site radiologically controlled areas are required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- (d) The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.
- (e) Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract shall constitute a material breach of Contract.

H.5 SECURITY REQUIREMENTS

- (a) Citizenship. Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance ORP authorization.
- (b) Property Passes. Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The DOE Richland Operations Office will advise the Contractor of procedures applicable to this Contract.
- (c) Employee Access. Contractor employees will require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.
- (d) Picture Security Badges.
 - (1) Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
 - (2) Security badges will be valid only for the duration of a specific contract or for the current calendar year, whichever ends first.
 - (3) If a contract performance period extends beyond expiration of Contractor security badge, new security badges must be obtained before that date.

- (4) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
 - (5) Each Contractor and subcontractor employee is responsible for his or her badge and for returning the badge to the issuing office whenever one of the following occurs, but in any event, before final payment:
 - i. Contract work is completed;
 - ii. Badge is no longer needed; and
 - iii. Badge becomes void for any reason.
 - (6) A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
 - (7) Lost security badges shall be reported to the issuing office as soon after the loss as possible.
- (e) Safety and Security Orientation. Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.
- (f) Prohibited Articles. The following items can only be brought onto the Hanford Site under strict controls: 1) weapons including but not limited to firearms, explosives, or incendiary devices; 2) nonprescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and 4) other items similar in effect or purpose to any of the above.
- (1) Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.
 - (2) Upon notification that an employee of the Contractor or subcontractors is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
 - (3) Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.6 REQUIRED INSURANCE

- (a) The Contractor shall procure at its expense and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
- (1) Comprehensive General Liability: \$500,000.00;
 - (2) Automobile Liability: \$200,000.00 per person, \$500,000.00 per occurrence of bodily injury, and \$50,000.00 for property damage;

- (3) Worker's Compensation: as required by Federal and State workers' compensation and occupational disease statutes; and
 - (4) Other insurance as required by State Law.
- (b) Before commencement of work, the Contractor shall furnish to the Contracting Officer a certified copy of the certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than thirty (30) days after written notice to the Contracting Officer.
- (c) The Contractor shall include the requirements of this clause in all contracts with subcontractors.
- (d) Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property as a result of its operation. The Contractor shall indemnify and hold harmless the Government from any and all liability associated with its operation.

H.7 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government's responsibility for loss or damage to the property of the Contractor shall be determined solely under the provisions of the Federal Tort Claims Act, 28 U.S.C. section 2671, et seq., and relevant judicial decisions there under.

H.8 ENVIRONMENTAL LAWS

The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. section 6901, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., Clean Water Act, 33 U.S.C. section 1251, et seq., Emergency Planning and Community Right-to-Know Act (EPCRA), 42 USC section 11001, et seq., Safe Drinking Water Act (SDWA), 42 USC section 300f, et seq., National Environmental Policy Act (NEPA), 42 USC sections 4321, et seq., National Historic Preservation Act (NHPA), , 16 USC section 470, as amended, Endangered Species Act (ESA), 16 USC section 1531, et seq., Toxic Substances Control Act (TSCA), 15 USC section 2601, et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 USC section 136, et seq., State and local equivalents, and their implementing rules and regulations.

H.9 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;

- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement (using the form provided by the Contracting Officer) of each employee permitted access, whereby the employee agrees that he or she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
 - (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
 - (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
 - (e) This clause shall flow down to any subcontractors or consultants.

H.10 TASK ASSIGNMENT PROCEDURES

- (a) All work under this contract will be managed with written Task Assignments (See Attachment J-1) to be issued by the Contracting Officer as requirements materialize.
- (b) Upon receipt of a Task Assignment from the Contracting Officer, the contractor shall develop and submit to the Contracting Officer a Task Plan/Proposal outlining the task details, deliverables, staff resource(s), period of performance, applicable contract labor category, DPLH required to perform the work, and the total not-to-exceed dollar amount of the task. The Task Plan will be reviewed by the ORP technical monitor to ensure the Task Plan will accomplish the intent of the Task Assignment and that the proposed skills mix and/or contract labor category is appropriate for the work. The ORP technical monitor will also determine whether the proposed staff resource should be qualified to perform assessments of contractor and/or ORP activities in accordance with ORP procedures. The Contracting officer will verify the fixed labor rate matches the proposed labor category, ensure funding program official concurrence is received, ensure all Task Assignments are within the contract ceiling, and ensure sufficient funds are obligated to the contract.
- (c) To avoid any conflicts of interest, contractor employees shall not develop Task Assignments or revisions thereto. In addition, each Task Plan/Proposal submitted by the contractor shall include the conflict of interest disclosure statement in DEAR 952.209-8(c).
- (d) Task Assignments may only be revised in writing by the Contracting Officer. All Task Assignment revisions shall provide a cumulative recap of all previous revision actions.

- (e) The Contractor shall only commence performance of a Task Assignment and any revisions thereto after receiving written approval from the Contracting Officer.

H.11 PROHIBITION OF PERSONAL SERVICES

In accordance with FAR 37.104, the Contractor shall have policies and procedures to ensure their employees guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, the Contractor shall immediately notify the Contracting Officer in writing explaining the circumstances including Contractor corrective actions taken.

H.12 WITHDRAWAL OF WORK

- (a) ORP reserves the unilateral right to have any of the work contemplated by Section C, Statement of Work performed by another Contractor or ORP employees.
- (b) Work may be withdrawn from the Contractor for any reason in the best interests of the Government, including, but not limited to:
 - (1) Facilitate transition of work, or ORP pilot programs,
 - (2) The Contractor's estimated costs are considered unreasonable,
 - (3) The Contractor's performance is deemed to be less than satisfactory.

H.13 CONTRACTOR IDENTIFICATION

- (a) The contractor shall ensure all contractor employee e-mail messages including out-of-office messages include a signature block to clearly indicate identity as contractor support service staff. Example:

Mary Smith
XYZ Corp., Contractor to the
US DOE Office of River Protection
Richland WA 99354

- (b) The contractor shall ensure all contractor employee phone greetings (including recorded voicemail greetings) clearly indicate identity as contractor support service staff.
- (c) The contractor shall ensure all contractor employee offices have signage that clearly indicates identity as contractor support service staff.

H.14 OFFICE SPACE

The Government will provide office space and cubicles at: 2440 Stevens Center Place, Richland WA, 2435 Stevens Center Place, Richland WA, and other nearby buildings. The office space will be equipped with computer(s) and phone(s) at the Government's expense; however, the Contractor is responsible for obtaining HLAN support which shall be invoiced directly to the contract as an Other Direct Cost along with documentation listing the name of the employee having HLAN access and the office location.

H.15 CONTRACTOR TRAINING

- (a) The contractor shall be responsible for all contractor employee access badge requirements including ensuring contractor employee completion of Hanford General Education Training (HGET). The government will bear the cost of HGET training required by the contractor to attend HGET and/or to acquire a Hanford site access badge.
- (b) The contractor shall provide qualified trained employees with demonstrated skills to perform the work including a working knowledge of commercially available word processing, spreadsheet, slide presentation, e-mail/calendar, and related office software applications. DOE will not be responsible for providing this training, and will not reimburse the contractor for such commercially available non-DOE site specific training.
- (c) DOE will reimburse the contractor for any other required DOE site-specific training only if the training is approved in advance by the Contracting Officer.

H.16 EXTRAORDINARY LEAVE

Presidential, Secretarial, or Other Official Release from Work: Occasionally, federal employees are granted administrative leave for various reasons, including, but not limited to early release prior to holidays, an unanticipated day off, a day of mourning for a Presidential funeral, and so forth. When such administrative leave is granted to federal employees, the Contractor may also grant its employees administrative time off (workload permitting) only on a non-reimbursable basis. Therefore, DOE will not reimburse the Contractor for any Contractor employee hours not worked when federal employees are granted administrative leave for any reason.