



# Mission Support Alliance Provision

## SPECIAL PROVISIONS – ON SITE SERVICES SP-5 Rev. 9 May 24, 2012

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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 pursuant to this Subcontract.
  4. "Radiological Work" shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer's Technical Representative (BTR).
  5. "Site" or "On-Site" shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

### 2.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this 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.



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- D. Daily work schedules and facility operations are NOT consistent on the Hanford Site.
  - 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 Contract 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

- A. The Subcontractor and its lower-tier subcontractors shall perform work on the Hanford Site in accordance with the Buyer's DOE approved Worker Safety and Health Program (MSC-MP-32219, 10 CFR 851 MSC Worker Safety and Health Program Description), Safety and Health Procedures, and applicable Site-wide Safety Programs or the subcontractor shall submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE.
- B. Buyer's Safety and Health Procedures are available on the internet at <http://www.hanford.gov/pmm/page.cfm/Construction>. The documents on this site are kept current and are readily available for Subcontractor and lower-tier subcontractor use.
- C. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of S&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:
  - 1. Thoroughly review the defined scope of work;
  - 2. Identify hazards and ES&H requirements;
  - 3. Analyze hazards and implement controls;
  - 4. Perform work within controls; and
  - 5. Provide feedback on adequacy of controls and continue to improve ES&H management.



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- D. The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.
- E. The Subcontractor and its lower-tier subcontractors shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and of members of the public. The Subcontractor and its lower-tier subcontractors shall be responsible to comply, without additional expense to the Buyer, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.
- F. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- G. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the Buyer if the work exposes their workers to hazards that require exposure assessment, medical examinations, or training.
- H. Subcontractor and its lower-tier subcontractors shall be responsible to complete Employee Job Task Analysis for all employees as required by site procedures. All employees are required to utilize the Hanford Site Occupational Medical Provider and complete the identified regulatory required occupational medical examinations.
- I. Subcontractor and its lower-tier subcontractors shall use the Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations and the Hanford Fire Department or Richland Fire Department (depending on location of incident) for ambulance service for urgent medical situations requiring care and transport.
- J. Subcontractor shall ensure employees and lower-tier subcontractor employees have received the identified safety-related training as required by MSA safety and health procedures.
- K. Specific health and safety requirements for the execution of the scope of work described in this document will be stipulated in the Buyer's Site-specific Health and Safety Plans, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA) and Radiological Work Permits, as applicable. The Buyer's safety and health requirements will be communicated to the Subcontractor through HGET, facility-specific training and orientation, and pre-job briefings. A pre-job safety meeting, including any personnel associated with the field work, will be held before the performance of field work.
- L. The Subcontractor shall prepare a Job Hazard Analysis (JHA) as required by and in accordance with the requirements specified in MSC-PRO-079, Job Hazard Analysis. The Subcontractor will participate in the JHA/AJHA process, and will comply with the requirements specified within any JHA document (e.g.; AJHA, JSA, Work Order, etc.) associated with the Subcontractor's description/scope of work. All applicable JHAs shall



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be reviewed and approved by the Contracting Officer and provided for review to all Subcontractor personnel before the initiation of field activities.

- M. The Subcontractor will supply all appropriate personal protective equipment (PPE) needed by Subcontractor personnel. Safety Glasses with side shields, hard hats, and substantial footwear (i.e., no open-toed or open-heel shoes, no sandals) shall be worn when working on or near the designated work area.
- N. The Subcontractor shall immediately notify the BTR and the Contract Specialist of any injuries or incidents including damage to Subcontractor-owned property or equipment.
- O. The Subcontractor shall provide Buyer with a copy of all reports made to government agencies or insurance companies relating to jobsite accidents and injuries.

### 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 ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Subcontractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or non-regulated materials. Subcontractor shall minimize waste generation as is practicable, and report the results of such efforts to BTR.
- C. Subcontractor shall supply a list of all hazardous materials brought onsite and their corresponding Material Safety Data Sheets (MSDS). Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to the Contract Specialist and BTR. Subcontractor also shall make 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.



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### 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 determining employee suitability prior to making a request for site access, including citizenship.
- B. Subcontractor, by requesting site access for Subcontractor or lower-tier subcontractor personnel, hereby accepts complete responsibility for all conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims or controversies arising from badge issuance

#### 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.
- B. Foreign national access - a special review and approval process is required before site access might be granted to a foreign national (a non-U.S. citizen). Foreign nationals will not be badged until the process is complete. Site hosts are responsible for ensuring that citizenship determinations are complete.
- C. Any person granted access shall be required to wear a Buyer-issued security badge identifying him/her. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge. The identification badge 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. 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. Subcontractor employee must be current with minimum site access training requirements to be issued a security badge.
- E. Badges will be issued at Buyer security location(s) during normal working hours. Subcontractor shall provide Buyer the complete name (as it appears on the



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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 at least one form of valid, non-expired government-issued photo identification. Valid forms of photo identification are: (1) U.S. state issued drivers license; (2) U.S. Passport; (3) Military Identification; or (4) a U.S. state issued identification card.

- F. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office at 509-376-3000. If badge is stolen, immediately report it to Hanford Patrol at 509-376-3800, the Central Badging Office, and local law enforcement (a police report number will need to be obtained).
- G. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor employees shall be returned to Central Badging and PNNL Dosimetry, respectively. Buyer will charge Subcontractor \$1,000.00 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges – may not be made after the date of final payment to Subcontractor for previously collected badges and/or dosimeters subsequently found.

### 5.3 CLEARANCES

In some circumstances, a security clearance is required for unescorted access. In these rare cases, the Buyer will provide the Subcontractor with guidance.

### 5.4 ESCORT REQUIREMENTS

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

### 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. Pets and animals (guide dogs are permitted).



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2. Weapons – includes firearms and ammunition, stun guns, folding or straight blade knives with blades exceeding (4) inches in length, swords, machetes, axes, hatchets, razors and similar cutting devices, clubs, and any other item prohibited by law.
    - a. Note: Personal protective sprays, e.g., pepper spray, are prohibited in protected areas and material areas only.
  3. Alcoholic beverages – Includes any intoxicating beverage, liquor or other product containing alcohol, including "near" and "non-alcoholic" beer and "energy drinks" which identify alcohol as an ingredient
  4. Controlled substances and drug paraphernalia (prescription drugs are permitted in the original container).
  5. Explosives or incendiary devices (road flares are permitted).
  6. Any article prohibited by law.
- B. The following **controlled** articles are prohibited within areas controlling classified interests located in limited areas and protected areas (privately owned items are not authorized within limited areas, protected areas and materials access areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass):
1. Cameras and Computers.
  2. Recording and transmitting devices, including cell phones, iPods, MP3 players and e-Readers.
  3. Cellular telephones.
  4. Electronic equipment capable of connecting to automated information systems, e.g., personal digital assistants.
  5. Any article prohibited by law.
- NOTE – All images taken at Hanford are considered documents and are subject to information release procedures.**
- C. If Subcontractor, or any of its employees, needs to use a prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.
- D. Subcontractor's employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site or in any DOE owned or leased facility





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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.

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

### 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 is in possession of a United States (U.S.) DOE security clearance or



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

### 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. Each individual must submit supporting documentation prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its employees shall submit to such a survey and, if



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necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination.

- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Hanford site, at any time during the period of performance of this Subcontract and before allowing any such equipment, tools or personal property to be brought onto the site or before leaving the site.
- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the site or to leave the site. If Subcontractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on site through no fault or negligence of the Subcontractor, the Buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the Subcontractor. In such instance, an equitable adjustment to the Subcontract "may" be made if not already addressed elsewhere in the Subcontract.
- F. The Subcontractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on-site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized State.
- G. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR in writing when the source has been removed from the Hanford Site.
- 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. All dosimeters shall be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.
  - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees



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to comply with approved MSA procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.

- I. Radiological records generated by the Subcontractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Subcontractor may retain copies of any such records. Examples of such radiological records include radiological designs, procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. 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.
- 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.



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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 lower-tier subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the Subcontract. Access to a Subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor. The Subcontractor shall, during the performance of this Subcontract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Subcontractor's program documents as necessary 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 lower-tier subcontractors performing portions of the work covered by MSC-5173 shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

### 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.

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

### 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.



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

### 10. 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



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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 that places himself/herself, coworker(s), or the environment in danger or at risk per DOE-0343, "Stop Work."
  - 1. Any employee who reasonably believes that his/her safety is in jeopardy, or who is convinced a situation exists that places themselves, their coworker(s), or the environment in danger, is expected to refuse work without fear of reprisal by management or coworkers, and is entitled to have the safety concern resolved prior to participating in the work.
  - 2. Employees are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
  - 3. The BTR shall also be notified when a Stop Work affects the Subcontract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- B. The Subcontractor shall provide for the flow-down of appropriate requirements of this clause to lower-tier subcontractors performing work on-site at a DOE-owned or leased facility. Such Subcontracts shall provide for the right to stop work under the conditions described herein.

### 12.0 TRAINING

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification, and certification requirements per MSA procedures.
- B. Site procedures will identify the Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months 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.





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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"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer."
- B. **DEAR 952.203-70 WHISTLEBLOWER PROTECTION -FOR CONTRACTOR EMPLOYEES (DEC 2000)**
- (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. **DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2010)**
- (1) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.





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- (2) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (3) Subcontracts.
  - (a) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR 707, unless the Contracting Officer agrees to a different date.
  - (b) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR 707.
- (4) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR 707.